

ecology and environment, inc.

CLOVERLEAF BUILDING 3, 6405 METCALF, OVERLAND PARK, KANSAS 66202, TEL. SHIJA COUNTY

International Specialists in the Environment

MEMORANDUM

BIG KIVEZ 19702 M72981126899

TO: Betty Berry, DPO

FROM: Dana Montgomery, TATM AM

THRU: Deborah Kopsick, TATL DK

DATE: September 22, 1988

SUBJECT: Big River Mine Tailings PRP Search, Desloge, Missouri

TDD#: T17-8806-004 PAN#: TM00616TAB

TAT has completed the Potentially Responsible Party Search for the Big River Mine Tailings site in Desloge, Missouri. The draft report is attached for your comments or approval. The copies of the title documents and incorporation documents are as clear as possible. If any of them are not readable, however, we will provide you with the originals. If you have any comments or suggestions, please advise.



Ecology and Environment, Inc. 6405 Metcalf, Suite 404, Overland Park, KS. 66202

DRAFT REPORT

POTENTIALLY RESPONSIBLE PARTY (PRP) SEARCH
BIG RIVER MINE TAILINGS SITE

DESLOGE, MISSOURI

Prepared for Region VII Environmental Protection Agency

bу

Ecology and Environment, Inc. Technical Assistance Team-17 Overland Park, Kansas

> Contract No. 68-01-7368 TDD NO. T-17-8806-004

Betty Berry U.S. EPA Region VII Primary Contact

September 1988

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1.0 INTRODUCTION

1.1 Project Background

This report presents the results of the potentially responsible party (PRP) search conducted for the Big River Mine Tailings site in Desloge, Missouri. This PRP search was conducted to assist EPA in oversight of the planned removal at this tailings pond and chat pile.

The site was identified as a potentially uncontrolled hazardous waste site after heavy rains caused the breaching of a retention dam and washed a large amount of tailings into the Big River in 1977. Contamination of surface water and stream biota resulted.

1.2 Scope of Work

The contractor received a Technical Direction Document (TDD # T17-8806-004) to complete a PRP search for the Big River Mine Tailings site, CERCLIS ID # MOD981126899. Specific elements included reviewing files, performing a deed search, evaluating the deeds to determine various PRPs, assessing the financial capabilities of the identified PRPs, and conducting any needed interviews.

1.3 Project Approach

In order to meet the objectives of identifying PRPs and assessing their financial status, the contractor completed four basic tasks. The contractor's approach to these tasks is described below.

Task 1: Research Sources of Information

Completion of this task comprised a review of the EPA Superfund files located in the Region VII Superfund file room and the FIT files located at the Ecology and Environment, Inc. Kansas City office. The EPA Superfund files and the FIT files were reviewed for background information, site history, and property description. All documents from these file were reviewed, and a list of the significant documents used is located in Section 7.0.

Task 2: Conduct a Title Search

The title search for the Big River Mine Tailings site was conducted by a professional title company under subcontract. The property was searched from 1900 to the present to identify any current or previous owners which might be PRPs. The chain of

ownership was established based on the results of the title search which are presented in Section 3.0. Title documents are located in Appendix A.

Task 3: Develop Basic PRP Information

For corporations which were identified as PRPs, the following information was obtained:

- All aliases or other names of business or operations
- Addresses and telephone numbers
- Officers and directors
- State and date of incorporation
- Standing in the State of Missouri
- Registered agent's name and address

For individuals who were identified as PRPs, basic information including current address and relationship to the site was obtained. This information is presented in sections 4.0 and 6.0 of this report. Incorporation documents and annual reports are located in Appendix B. Officers and directors are found in the Dun and Bradstreet reports in Appendix C.

Task 4: Develop PRP Financial Information

For corporations which were identified as PRPs, a Dun and Bradstreet report was requested and financial information was also collected from Moody's Industrial Manual. For individuals who were identified as PRPs, real estate holdings in St. Francois County were requested from the County Assessor. Financial documents are located in Appendix C.

2.0 SITE HISTORY

Big River Mine Tailings site is located in east central Missouri about one-fourth mile northwest of Desloge in St. Francois County (Figure 1). This area was a part of Missouri's "Old Lead Belt" which was actively mined from 1850 to 1965 (Ref. The site is partially located within a horseshoe meander of the Big River and covers more than 600 acres. The tailings pond was filled from 1929 to 1958 by wastes from the nearby Desloge mill. The St. Joseph Lead Company built tailings dams across the ravines which formed the original topography of this site. Finely ground dolomitic rock fragments, the waste left after metals were extracted from the ores, were piped as a slurry to the upper ends of the ravines. As the rock fragments settled the clear water was allowed to flow out at the drain towers near the dam (Ref. 1). This practice led to the formation of the large fields of finely ground rock, shallow near the ridgetop (in the western part of the site) and up to 80 feet deep at the outer edges. Coarser rock makes up the dams and the immense tailings or chat pile located east of the tailings pond.

In 1972 the County acquired about 500 acres of the tailings site for use as the county landfill. St. Joe Minerals Corporation retained the large chat pile to the east. The landfill has been operating at the southwest section of the former tailings pond (Ref. 6). The landfill accepts only typical residential refuse and uses the fine tailings for daily and intermediate cover. Soil and clay from the onsite ridgetop is used for final cover and then seeded (Ref. 2).

In 1977 a section of the retaining dam and the fines behind it were washed into the Big River during a severe rain storm. It has been estimated that up to 50,000 cubic yards of tailings were washed away from an area north of the landfill. Fish sampling conducted in 1980 by the Missouri Department of Conservation showed that bottom feeders were bioaccumulating lead to an unsafe level for human consumption. Several smaller areas of erosion also have been documented since the 1977 event (Ref. 6).

In 1981, St. Joe Minerals Corporation, the landfill commission, and the State of Missouri signed a "covenant not to sue" and remedial action was begun to stabilize the tailings (Ref. 3). In 1985 the Desloge Tailings Task Force, composed of representatives of St. Joe Minerals Corporation, the landfill commission, Missouri Department of Natural Resources (MDNR) and local officials, was organized to solve the environmental problems of the Big River Mine Tailings site. Stabilization efforts to date have included filling the erosional gaps as these gaps occur, planting test plots of grass and trees (35 acres so far), and constructing berms and wind fences to reduce water and wind erosion of the tailings (Ref. 6).

3.0 PROPERTY HISTORY

3.1 Introduction and Property Description

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The boundaries of the Big River Mine Tailings site were determined by the preparers of the Hazard Ranking System (HRS) package for this site (Ref. 5). These boundaries encompass about 600 acres of land of which about 275 acres contain the fine tailings field and about 95 acres contain the coarse chat pile (Ref. 7). The site is located in part of Fractional Sections 25, 26, 35 and 36 and part of U.S. Survey Numbers 870, 2164, 3176 and 2105, all in Twp. 37 N Range 4 E. Figure 2 illustrates the various tax parcels and the ownership of each one. All of the site property was owned at one time by St. Joe Minerals Corporation except for U.S. Survey No. 2105. No tailings were placed on this property although it appears that some have washed or blown over the survey line at some time in the past.

Legal descriptions of the various pieces of property are provided in the title documents located in Appendix A. However, the property currently owned by St. Joe Minerals Corporation is what is left of the property described in the 1929 title document after St. Joe Minerals Corporation conveyed various parcels of land to various people. No complete legal description is, therefore, available for the St. Joe Minerals Corporation property. For convenience, tax parcel numbers from the December 31, 1987 county ownership map are used to describe the various pieces of property and these are shown on Figure 2.

3.2 Chain of Ownership

On June 20, 1929 Desloge Consolidated Lead Company conveyed to St. Joseph Lead Company certain lands and interests in lands in St. Francois County. By contract between the two parties, Desloge Consolidated Lead Company agreed to give to St. Joseph Lead Company a deed describing said lands with more definiteness and particularity when requested. Consequently, a supplementary dated January 21, 1931 was recorded in the Office of the Recorder of Deeds of St. Francois County, Missouri in Book 165 at page 482 which details all of the lands conveyed to St. Joseph Lead Company by Desloge Consolidated Lead Company. This deed describes all of the site property except for the part which is in U.S. Survey No. 2105. Tax parcel # 36-1, 5, 6, 7, 15 and 21, which are located in Sec. 36, Survey No. 3176 and Survey No. 870, are still owned by St. Joe Minerals Corporation (refer to Figure 2).

On June 26, 1972, St. Joe Minerals Corporation (formerly St. Joseph Lead Company) gave to the County of St. Francois, the surface rights only in and to the following described real estate:

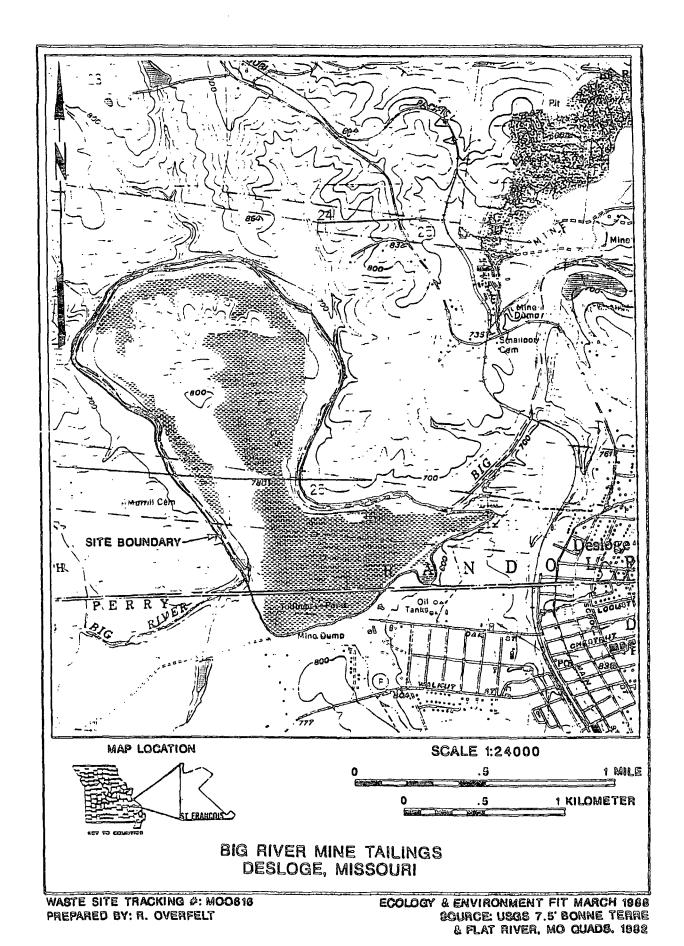


FIGURE 1: BIG RIVER MINE TAILINGS SITE - DESLOGE, MISSOURI

In 1986 the landfill commission requested permission to expand operations into 200 more acres of the tailings. Because of concern that the landfill leachate might mobilize heavy metals, MDNR requested that six monitoring wells be installed around the current landfill to determine if leachate is being formed, and if so, if it contains significant quantities of heavy metals. Samples collected in January 1988 showed low water levels, neutral pH and low concentrations of lead (7 to 29 ug/l). Samples collected in May 1988, however, showed some higher water levels, slightly acidic pH (6.6 to 6.9) and higher concentrations of lead (68 to 88 ug/l) (Ref. 8).

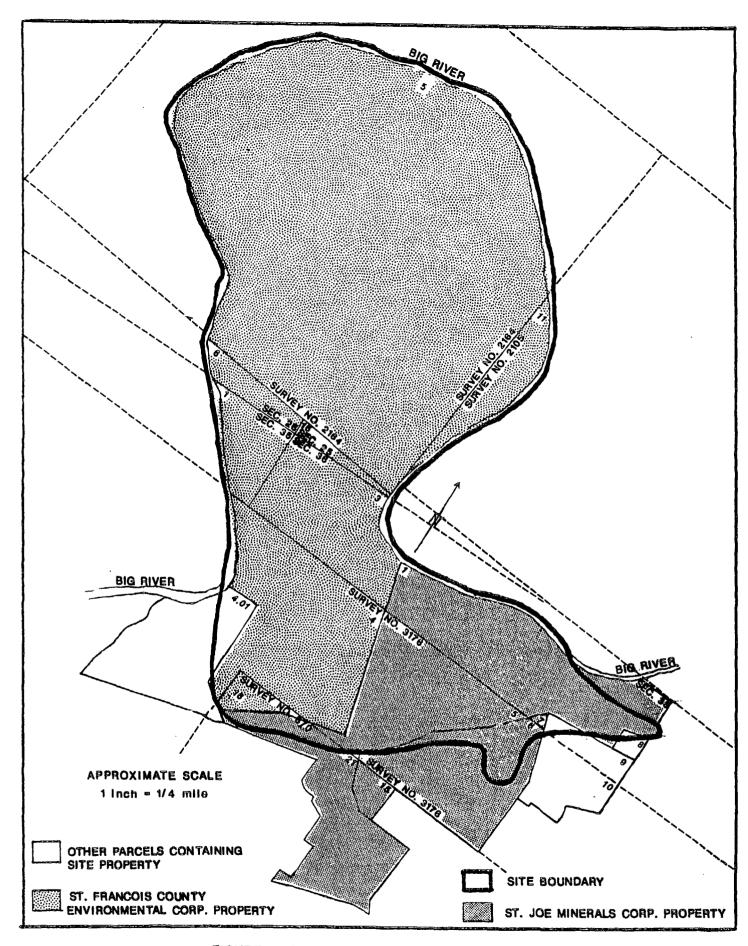


FIGURE 2: SITE PROPERTY OWNERSHIP MAP

A tract of land containing 4.68 acres, more or less, in Fractional Section 25, 8.33 acres, more or less, in Fractional Section 26, 14.91 acres, more or less, in Fractional Section 35, 39.07 acres, more or less, in Fractional Section 36, 11.10 acres, more or less, in U.S. Survey No. 870, 355.04 acres, more or less, in U.S. Survey No. 2164, and 70.60 acres, more or less, in U.S. Survey No. 3176, all in Township 37 North, Range 4 East, more particularly described in the special warranty deed filed for record on June 29, 1972 in Book 558 at page 158.

This same 503.82 acres were given by St. Francois County to St. Francois County Environmental Corporation on May 16, 1973 in a warranty deed filed for record on May 16, 1973 in Book 579 at page 647. This deed stipulates that if the grantee ever ceases to use the property for a sanitary landfill or recycling of solid wastes, then title to the land will revert to the grantor (the county). The St. Francois County Environmental Corporation currently holds title to this major portion of the site property numbered as tax parcels 26-5, 26-6, 25-16, 35-1, 36-3, 36-4 and 36-16 as shown on Figure 2.

Tax Parcel 36-8

On September 26, 1963 the St. Joseph Lead Company conveyed to Arthur T. Morris and Sandra Morris, his wife, a 54 acre plot of land of which 1.5 acres were located in the NE 1/4 of Fractional Section 36 (parcel 36-8 on Figure 2). The Special Warranty Deed recorded in Book 425 at page 451 was for surface rights only.

On December 1, 1965, Arthur T. and Sandra Morris conveyed the same property to Harry Ransom, Jr. and Mona I. Ransom, his wife, by General Warranty Deed recorded in Book 452 at page 153.

On September 30, 1977 St. Joe Minerals Corporation quit claim to Harry and Mona Ransom the 1.5 acre parcel of land located in the E 1/2 of the NE 1/4 of Fractional Section 36 and the rest of the 54 acre property, described more particularly in the Deed of Correction recorded in Book 678 at page 233. This deed was made for the sole purpose of correcting the description of the land conveyed to the Morrises by St. Joe Minerals Corporation. A tiny portion of the site property is located on the 1.5 acre tract, numbered as tax parcel 36-8. This property does not appear to have any tailings on it, but was included in this report because of the way the site boundary was drawn in the HRS.

Tax Parcel 36-9 and 36-10

On October 25, 1977 St. Joe Minerals Corporation conveyed to Harry G. Ward and Robert D. Ward 38 acres of land of which approximately 25 acres are located in the S 1/2 of the NE 1/4 of Fractional Section 36 and in the N 1/2 of the NE 1/4 of U.S. Survey No. 3176. This 38 acre parcel is described more particularly in the Special Warranty Deed recorded in Book 681 at page 382. Only about one acre of the northwest corner of this property is part of the site, and it is uncertain whether any tailings are present on this property, numbered as tax parcels 36-9 and 36-10.

Tax Parcel 36-4.01

On August 12, 1982 St. Joe Minerals Corporation conveyed to St. Francois County a 37.57 acre parcel of land located in U.S. Survey No. 3176 and bounded by Owl Creek, Big River, the abandoned railroad, and the property owned by St. Francois County Environmental Corp., described more particularly in the special warranty deed recorded in Book 794 at page 695. The deed states that the property is to be used for public recreation purposes only and only grants surface rights to the property. Only about five acres of the northeast corner of this property is part of the site, but some of the tailings are definitely on this property which is numbered as tax parcel 36-4.01. St. Francois County currently owns this property.

Tax Parcel 25-11

The remaining piece of property included in the site boundary (tax parcel 25-11) was never owned by St. Joe Minerals Corporation. This piece of property, described as that part of U.S. Survey No. 2105 lying west of Big River was, until the last conveyance, part of a larger parcel (185 acres) situated on both sides of the river. This parcel was conveyed by Margaret Milford to W. J. Elledge on June 7, 1920 as tract No. 1 by warranty deed recorded in Book 123 at page 172.

On February 29, 1923 W. J. Elledge and Lida U. Elledge, his wife, conveyed to St. Francois County Prospecting Company the same tract No. 1 by warranty deed recorded in Book 133 at page 52.

However, the Elledges secured the payment of promissory notes to Margaret Milford by a deed of trust, which deed conveyed all of the tracts previously conveyed by Milford to Elledge to a trustee. When default was made in the payment of real estate taxes and the promissory notes, Milford requested the county sheriff to auction off the property to satisfy the payment of the notes. Milford was the highest bidder, so a sheriff's deed under

trust deed sale was made to convey the property from W. J. Elledge and Lida U. Elledge to Margaret Milford on May 4, 1925. This sheriff's deed was recorded in Book 143 at page 193.

The next document of record is a general warranty deed made on October 14, 1952 and recorded in Book 284 at page 388. The grantors on this deed are the children of Margaret Milford, listed as Clarissa A. Harris and Irvin J. Harris, her husband; William C. Milford and Eunice Milford, his wife; Thomas T. Milford and Elizabeth G. Milford, his wife; and Florence L. Boehringer (formerly Milford). This deed conveyed the property to Otto Ratley and Gertrude Ratley, his wife. Margaret Milford's will was not found in the title search, but is presumed to be the mode of transfer from her to her children.

On March 27, 1953 Otto and Gertrude Ratley conveyed the same property to Lola Ratley by a general warranty deed recorded in Book 284 at page 396. On the same day, Lola Ratley conveyed an undivided one-half interest in the property to Otto and Gertrude Ratley and the other undivided one-half interest to Harold C. and Gladys A. Gaebe with the couples owning their half interests as tenants in common. This deed is recorded in Book 284 at page 398.

On December 19, 1958 Harold C. and Gladys A. Gaebe conveyed an undivided one-half interest in the same property to the Scottish Rite Foundation of St. Louis, Inc., which general warranty deed is recorded in Book 352 at page 459. The title search did not identify when, if ever, the other one-half interest was conveyed to the Scottish Rite Foundation.

On August 7, 1981, the Scottish Rite Foundation of Missouri, Inc., formerly Scottish Rite Foundation of St. Louis, Inc., conveyed to St. Francois County Environmental Corporation all of that part of U.S. Survey No. 2105 lying west of Big River. This is only about 16 acres of the previously traced 185 acres and the deed is recorded in Book 770 at page 307. This property is still held by the St. Francois County Environmental Corporation.

3.3 Summary of Owners

Owners of part or all of the site property from 1900 to the present are shown with the dates of ownership.

U.S. Survey No. 2105

Margaret Milford	1900-1920
W. J. Elledge & wife	1920-1923
St. Francois County Prospecting Co.	1923-1925
Margaret Milford & children	1925-1952

Otto & Gertrude Ratley	1952-1958?
Harold & Gladys Gaebe	1953-1958
Scottish Rite Foundation of	
Missouri, Inc.	1958-1981
St. Francois County Environmental Corp.	1981-present

Remainder of Site Property

Desloge Consolidated Lead Company	1900-1929
St. Joe Minerals Corp. (St. Joseph	
Lead Company)	1929-present
County of St. Francois	1972-1973
St. Francois County Environmental Corp.	1973-present
Arthur T. Morris and Sandra Morris	1963-1965
Harry Ransom, Jr. and Mona I. Ransom	1965-present
Robert Ward and Harry Ward	1977-present
County of St. Francois	1982-present

4.0 POTENTIALLY RESPONSIBLE PARTIES

4.1 St. Joe Minerals Corp.

St. Joe Minerals Corporation is a PRP because it generated the hazardous wastes and transported the wastes (via a slurry pipeline) to the disposal site which it also owned and operated. The tailings pond and chat pile were placed only on St. Joe Minerals Corporation property, so no former owners of site property are PRPs. St. Joe Minerals Corporation was incorporated in New York on March 25, 1864 as St. Joseph Lead Company. On May 12, 1970 its restated articles of incorporation changed its name to St. Joe Minerals Corporation.

On April 2, 1981 Fluor Acquisition Corporation was incorporated in New York. On August 3, 1981 St. Joe Minerals Corporation was merged with and into Fluor Acquisition Corp, with Fluor Acquisition Corporation being the surviving corporation. However, the Articles of Merger also changed Fluor Acquisition Corporation's name to St. Joe Minerals Corporation. The merger with Fluor Acquisition Corporation made St. Joe Minerals Corporation a 100% owned subsidiary of Fluor Corporation, a Delaware corporation primarily engaged in engineering and construction services.

St. Joe Minerals Corporation mines produce minerals and mineral products, principally coal, zinc, and zinc oxide, lead, iron ore pellets and oil and gas. When St. Joe Minerals Corporation was acquired by Fluor Corp. in 1981, it had extensive ore mines and mills throughout southeastern Missouri as well as mines and oil and gas interests in many other parts of the United States and several foreign countries. St. Joe Minerals Corporation has recently sold large segments of its operations (see Section 5.1). St. Joe Minerals Corporation is currently in good standing in the State of Missouri.

4.2 St. Francois County Environmental Corp.

St. Francois County Environmental Corp. is a PRP because it is the current owner and operator of a large part of the site. St. Francois County Environmental Corp. (SFCEC) was incorporated as a general not for profit corporation in Missouri on October 24, 1972. The purpose of SFCEC is to acquire, construct and operate a facility for the collection, processing, disposal and recycling of waste materials in St. Francois County. For this purpose, the County of St. Francois gave the land, which St. Joe had donated to it, to SFCEC, and all of the communities in St. Francois County began sending their garbage to the site to be landfilled. Representatives from some of the larger communities and from the county make up the board of directors of SFCEC. SFCEC is currently in good standing in the State of Missouri.

4.3 St. Francois County

St. François County is identified as a PRP because it is the current owner of part of the site property as described in Section 3.2. Its population is approximately 42,000. Its address is:

St. Francois County Courthouse Farmington, Missouri 63640

4.4 Robert Ward and Harry Ward

Robert Ward and Harry Ward are identified as PRPs because they are the current owners of part of the site property as described in Section 3.2. Roberts Ward's home address is:

Highley Lane <u>Desloge. Misso</u>uri 63601

Harry Ward's home address is:

104 N. School <u>Desloge. Misso</u>uri 63601

4.5 Harry Ransom Jr. and Mona Ransom

Harry and Mona Ransom are identified as PRPs because they are the current owners of part of the site property as described in Section 3.2. Their home address is:

401 West Oak <u>Desloge. Misso</u>uri 63601

5.0 PRP FINANCIAL INFORMATION

5.1 St. Joe Minerals Corp.

Very little financial information is available for St. Joe Minerals Corporation. As a subsidiary of Fluor Corporation, however, its accounts are included with Fluor's other subsidiaries in the Fluor Corporation consolidated balance sheet and income statement (presented in Section 5.1.1).

In November 1986, St. Joe Minerals Corporation lead operations were consolidated with those of Homestake Mining Company to form the Doe Run Company, a partnership 57.5 percent owned by St. Joe Minerals Corporation. St. Joe Minerals Corporation share of Doe Run's operating losses for 1987 was \$5.5 million, an improvement over 1986 losses of \$26.6 million. Doe Run made a profit in the first quarter of 1988.

In June 1987, St. Joe Minerals Corporation and Shell Oil Company partitioned the previously 50/50 owned A. T. Massey Coal Company located in Richmond, Virginia. St. Joe Minerals Corporation retained the A. T. Massey Coal Company, its management, and certain operating subsidiaries which carried a 1987 operating profit of \$28.3 million. It also posted a profit in the first quarter of 1988.

In September 1987 St. Joe Minerals Corporation sold its domestic zinc mining operations and in October 1987 completed the sale of its 90% interest in St. Joe Gold Corporation, a subsidiary. St. Joe Minerals Corporation had previously disposed of its oil and gas segment in 1985. St. Joe Minerals Corporation planned to sell the remainder of its metals businesses (except for Doe Run and Massey Coal) in 1988. St. Joe Minerals Corporation currently has 4,800 employees (1987 data).

5.1.1 Fluor Corp.

Fluor Corporation's consolidated financial status as of October 31, 1987, as reported in the Dun and Bradstreet report, is as follows:

Revenue: \$3,924,480,000 Net Income: \$26,592,000 Total Assets: 2,061,186,000 Worth: 531,743,000

Cash	\$	74,642,000	Accts. Payable	\$316,251,000	
Accts. and Notes Rec.		782,996,000	Advance Billings	87,301,000	
Inventory		61,232,000	Accruals	269,797,000	
Work in Progress		253,742,000	Taxes	48,504,000	
Other Curr. Assets		40,846,000	L.T. Liab-(1 yr)	11,421,000	
Total Current			Total Current		
Assets	\$1	,213,458,000	Liabilities	\$733,274,000	

Comparative operating results for the 6 months ended April 30, 1988 were: revenue of \$2,187,800,000 and net income of \$19,300,000 compared to revenue of \$1,801,700,000 and net loss of \$85,900,000 for the comparable period in the prior year. Fluor's restructuring, which included major sales of St. Joe Minerals Corporation assets and subsidiaries, along with improvements in the economy have combined to turn around Fluor's yearly net losses.

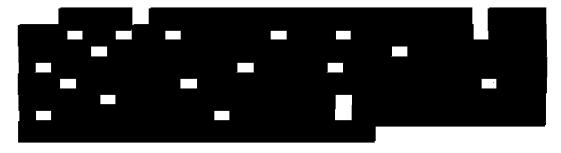
5.2 St. François County Environmental Corp.

St. Francois County Environmental Corp. is a not-for-profit corporation. It has two sources of revenue with which all operating expenses are funded. Each year, the nine incorporated municipalities in the county are subject to a base levy on a per capita basis. This method of funding was agreed upon by the participating communities when SFCEC was established. In addition, gate fees are collected at the landfill from all commercial haulers and individuals who bring wastes to be disposed. As a not-for-profit corporation, SFCEC attempts to match its fees with its expenses, and has been able to fund 25 per cent of the remedial costs to date at this site.

5.3 St. Francois County

No financial information was obtained for the County of St. Francois.

5.4 Robert Ward and Harry Ward





5.5 Harry Ransom, Jr. and Mona Ransom



6.0 CORPORATE OFFICERS AND ADDRESSES

6.1 St. Joe Minerals Corp.

Directors: Robert L. Guyett

David S. Tappan, Jr. John A. Wright P. Joseph Trimble

Officers: John A. Wright - Chmn, Pres.

P. Joseph Trimble - V.P. Robert L. Guyett, Treasurer

According to the Dun and Bradstreet report for Big River Minerals Corporation (formerly St. Joe Resources Corporation), all of its officers were formerly officers in St. Joe Minerals Corporation. This report dated August 12, 1988 lists John A. Wright as the current president of Big River Minerals Corp. and the former president (1971-87) of St. Joe Minerals Corporation. However, no corroborating information from St. Joe Minerals Corporation was available. There does not appear to be any current connection between the two companies.

E. J. Krokroskia Registered Agent:

Iron County

Viburnum, MO. 65566

Corporate Headquarters: 3333 Michelson Drive

Irvine, CA 92730 (714) 975-2000

6.1.1 Fluor Corp.

Directors: David S. Tappan

Bobby R. Inman P. Joseph Trimble Sibrand Jurriaans Robert L. Guyett Robert V. Lindsay Leslie G. McGraw Buck Mickel Caroline L. Ahmanson Allen E. Pickett Hugh K. Coble Louis H. Wilson Peter J. Fluor E. Morgan Massey

William R. Grant

Officers: David S. Tappan - Chmn.

Leslie G. McGraw - Pres.

P. Joseph Trimble - Sr. V. Pres. - Law & Tax William D. Trammell - V. Pres. - Proj. Fin. Robert L Guyett - Sr. V. Pres. - CFO - Treas. Larry W. Lineberger - V. Pres. - Controller
Nad A. Peterson - Sr. V. Pres. - Secy.
William M. Hofacre - V. Pres. - Fin. Planning
and Anal.

Denis P. Kalscheur - V. Pres. - Treas.

Corporate Headquarters: 3333 Michelson Drive Irvine, CA 92730 (714) 975-2000

6.2 St. François County Environmental Corp.

Directors: Gayle Blackwell Roger Hoehn

Lee Gammon Larry Hughes John Cavanaugh Mark Hedrick

Jack Rabaduex County Commissioner

Officers: Gayle Blackwell - Pres.

Lee Gammon - V.P.

John Cavanaugh - Secy, Treas.

Registered Agent: Gayle Blackwell

118 E. School St. (City Hall)

Bonne Terre, MO 63628

Corporate Headquarters: City Hall

Bonne Terre, MO 63628

(314) 358-2254

7.0 REFERENCES

Documents found in the Superfund site file MOD981126899

- 1) Preliminary Engineering Report on the St. Francois County Landfill, Seiberling Engineering & Surveying Co., June 28, 1973.
- 2) Final Engineering Report on the St. Francois County Landfill, Seiberling Engineering & Surveying Co., June 12, 1974.
- 3) Covenant Not To Sue; State of Missouri, Missouri Conservation Commission, Clean Water Commission of State of Missouri, Missouri Department of Natural Resources, St. Joe Minerals Corporation, St. Francois County Environmental Corporation; September 4, 1981.
- 4) Control of Mine Tailing Discharges to Big River, John T. Novak and Gerard B. Hasselwander, University of Missouri Columbia, for The Department of Natural Resources, January 1980.

Documents found in the FIT site files, FM00616

- 5) Hazard Ranking System (HRS) package for Big River Mine Tailings, Desloge, MO, Ecology and Environment, Inc. Field Investigation Team, May 20, 1988.
- 6) Preliminary Assessment of Big River Mine Tailings, Desloge, St. Francois County, Missouri, E & E/FIT-TDD #: F-07-8711-039, May 17, 1988.
- 7) Desloge Tailings Pile Management Plan Study Phase I Report for Desloge Tailings Task Force, Burns & McDonnell, February 1987.
- 8) Groundwater Monitoring Well Test Results 1-18-88 and 5-18-88, Hudwalker & Associates, Inc., May 10, 1988 and June 28, 1988.

APPENDIX A

Title Documents

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Pirmin V. Desloge. et al. Statutory Trustees of Desloge Consolidated Lead Company a dissolved componetion.

To

SUPPLEMENTANY DETED

St. Joseph Lead Company

THIS INDESTURE, Mide on the Slat day of January, 1931, by and between FIRKIN V.

DESLOCE, JOHN P. VALLE, FIRMIN D. FUSZ, EUGENE A. FUSZ, JOSEPH DESLOGE, and VINCENT P. FING,

constituting the last Precident and heard of Directors of the Desloge Consol lated Lead Company

(a Missouri corporation, which was dissolved on December 31, 1929), and the Statutory Trustees

of said corporation, of the City of St. Louis, State of Missouri, pa ties of the First Part,

and ST. JOSEPH LEAD COMPANY, a corporation organized under the laws of the State of New York.

having its principal office in the City and State of New York, and duly authorized to do

business in the State of Missouri, party of the Second Part, WITHELSETH;

THAT, WHEREAS, by dood dated Juno Twentieth, A. D. Ninetoon Hundred and Twenty-mine. and recorder in the Office of the Recorder of Dade of St. Francois County, Missouri, in Book 164, at page 137, the said Daslogo Comsolidated Laud Company conveyed to the said part; of the Second Fart certain lands and interests in lands in St. Francois County, described therein as being the lands or interests therein, acquired by said Deslogo Consolidated Lead Company by cortain doeds mentioned by parties, date, and place of recordation, and subject to certain exceptions therein similarly described; and,

EMPRESS, by ecatroet between the said Dasloge Consolidated Lead Company and said party of the Second Part dated June Seventh, A. D. Nineteen Hundred and Twenty-mine, the said Dasloge Consolidated Load Company agreed to give to the said party of the Second Fort a deed or deed describing said lands and interests therein with more definiteness and particularity, when requested:

MEM. THEREFORE, pursuant to, and in further performance of, said agreement, and to employee the said prior deed hereinables referred to, and to explain and make clear by positive description the lands and interests therein intended to be conveyed by said former deed. In all respects with the same effect is if the particular descriptions herein set forth had been, in the same terms, set forth and been, in the same terms, set forth an each former deed; and,

THE COMMENSATION of the sum of the Poller and other valuable considerations, receipt of which by the . . reled of the Pirel Part from the party of the Second Part is hereby accorded to the Pirel Part do by these process Grair, Barcall, Exchange,

CONVEY and CONFIRM unto the said purty of the Second Part, its successors and want all of the following described lands and interests in lands situated in the downer of Francois, in the State of Missouri, to-wit:

- 1. The Northwest fractional quarter of fractional Section 1. containing 31.72 acres, more or less; the Mast half of the Southwest quarter of Section 1, containing 80 acres, more or less; and the Northwest quarter of the Couthwest quarter of Section 1: all in Township 36 North, Range 4 East;
- 2. The North half of the Southwest quarter of the couthwest --quarter of Section 2, in Township 36 North, Range 4 East;
- 3. The Northeast quarter of the Southeast quarter of Section 3; the Northwest quarter of the Southeast quarter of Section 3; the Southeast quarter of Section 3; all in Township 36 North, Range 4 East;
- 4. All of the Southwest quarter of the Southwest quarter of Soction 4. Township 36 North, Rango 4 East;
- So All that part of the East half of the Southwest quarter and the West half of the Southeast quarter of Section 5. Township 36 Worth, Rango 4 East, beginning at the Southwest corner of the East half of the Southwest quarter of said Section 5, running thence North one chain; thence North 61° 15' East 47.32 chains to the East line of the East half of the Southeast quarter of said Section 5; thence South along said that line to the South line of said Section 5; thence Heat along the South line of said Section 5; theree sections the South line of said Section 5 to the point of beginning, containing 48.48 acros, more or less.
- 6. The East half of the Hortheast quarter and the East half of the Sentineast quarter of Sestion 9, containing 160 acros, more or less; also, all that portion of the Horthwest quarter of the Kortheset quarter of Section 9, described as follows: Beginning at the Northwest corner of said 40 agree, running South 6.34 chains; thouco East 19.86 chains to the East lime of gald 40 acros; those worth 6.34 chains to the Northeast corner of some; thomes West 19.86 chains to the beginning, containing 12.58 acros; also, the So th freetismal part of the Northwest quarter of the Northeast quarter of Section 9, containing 27.42 acros; also, the Southwest quarter of the Hortheast quarter of Section 9, containing 40 acres, more or less; also, the Heat half of the Southeast quarter of Section 9: also, the Page half of the Southwest quarter of Section 9: also, the Hortheast quarter of the Bortheest quarter, and the Southeest quarter of the Southwest quarter of Setion 9, convaining 80 acros, more or less; also, the Horthwest quarter of the Southwest quarter, containing 40 acres, more or less; also, the Woot half of the Northwest quarter of Soution 9, containing 80 acres, nero or less; and, also, the Southeast quarter of the Hortzwest quarter of Solvies 9, containing 40 some, more or laca: all in formatip 30 forth, Reduce 4 Baoss

manufacture of the community of the comm

- 8. The Southwest quarter of the Northwest quarter, and part of the Southwest quarter of Section 11, containing 60 acres, more or less; also, the Southwest quarter of the Northwest quarter, and the Northwest quarter of the Southwest quarter of Section 11, containing 80 acres, more or less; all in Township 35 North, Range 4 East;
- 9. 80 acres being the North half of the Northeast quarter, 80 acres being the East half of the Northwest quarter, 40 acres being the Southwest quarter of the Northwest quarter, 40 acres being the Southwest quarter of the Northwest quarter, and 36 acres being part of the South half of the Northwest quarter, all in Seption 15, aggregating 236 acres, more or less, excepting one acre reserved for a grave yard and on which there is now a family grave yard situated; also, the Northwest quarter of the Northwest quarter of Section 15, containing 40 acres, of which 5 acres are subject to the right of occupancy of Richard and Lucy Ama Stagdill, for their lives and for the live of the survivor of them, as provided in deed to John E. Dealogo, resorded in Book 803, rage 65; all in Termahip 36 North, Range 4 East;

10. All of the South half of the North half, and the North half of the Southwest quarter, of Section 16, containing 240 acres, more or less; all of the Northwest quarter of the Northwest quarter of Section 16; all of the Northwest quarter of Section 16, excepting from the operation of this serveyance the surface rights to 5 acres in the Northwest corner of the Northwest quarter of the Northwest quarter conveyed for religious and essectional purposes in 1866 by Revin Harrison to Columbus Bean, et al; all the Sectional purposes all in Township 36 Korth, Range 4 East;

11. The North end of the West fractional half of the Northwest fractional quarter of Sastien 21. Township 36 North, Range 4 East, containing 20 acros.

12. All of U. S. Survey No. 870, Townships 36 and 37 north, Range & Range, scattling 640 acres, more or less.

13. All the Northeast quarter of Section 8; the Bast half of the Hortheast quarter of Section 8; the Northeast quarter of Section 8; the Northeast quarter of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 8; the Southwest quarter of Section 8; the Southwest quarter of Section 8, containing 80 acres, more or less; the Herthesst quarter of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 8, containing 80 acres, more or less; the Herthesst quarter of the Southeast quarter of

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Range & Engt.

14. The minoral rights below one hundred feet of the surface in and to the Northeast quarter of the Southeast quarter of Section 5.

Township 36 North, Range 4 East, containing 40 acres, more or less.

18. All or so much of the following described tree of land as lies on the West side of a small branch running through the same in a southerly course known as "Cabin de Course." to wit: One hundred and Seventy-three agrae and fifty-mine hundred the of an agree (173.19 agrae) and situated in the Southwest portion of the Anteire Pratto Confirmation and bounded in the Southwest portion of the Anteire Pratto Confirmation and bounded in the South by lands conveyed by John House to Conrad Norwine, on the West by lands entered by Alexander Sage, or the North by lands owned by Feter W. Lurphy and the estate of Teorge Vandivor, on the East by lands cumed by Geo. W. Arran and Thes. Roan and the land horoby conveyed, containing 86.79 agree, more or less, being the same land conveyed to Eber C. Turley by Bonoma Turley and wife as described by their dood recorded in Book "R," at page 158, in the Recorder's effice of St. Francois County; recepving the right to ingress and

160 The South fractional half of Section 25. Township 37 North, Range 4 East, containing 9.84 acres, more or lead.

17.) Fart of U. S. Survey 2163 containing 560 acres of land, boing all of U. S. Survey No. 2164, in Township 37 Kerth, Range 4 East, excepting 80 acres in the Southwest corner of said Survey on the West side of Big River.

Sign across of land, boing all that part of U. S. Survey No. Sign, in Townships S6 and S7 North, and Rangos 4 and 5 East, of the Fifth Principal Heridian, which recains after excluding from the original survey the interfering parts of the East enc-half of the Sastboret quarter, and the East enc-half of the Northwest quarter of Section 35, and, also, the West enc-half of the Northwest quarter of Section 36, in Township 37 Korth, Rango 4 East. The original survey as scalinged to John Ears, or his legal representatives, by Act of Campress of July 4, 1836, containing 640 serve, but the interfering particular of the Sections above described, containing about 105 acros, being oncluded, loft remaining in the said Survey the 535 acros, zoro or loss, hereby conveyed.

19. All of the Kortheset quertor (N.E.) of the Southeast quarter (S.E.) of Local treaty—the (22), and Southeast quarter (S.E.) of—

Satisfaces quertor (S.U.) of Social treaty—three (23); also fixed as fixed treaty—fixed as follows: beginning fixed as follows: beginning fixed as follows: beginning fixed as follows: beginning fixed as formaty—fixed humanodate (S.E.) otherse are of the Northeast conserved as formation (B.E.) of Social treaty—the (BE); there were fixed and fixed beginning fixed as formation (B.E.) chains; there south treaty—fixed (B.E.) chains; there south treaty—fixed (B.E.) chains; there are fixed and fixed beginning. All is formation there (37) for the Box of the Continue.

Four (4) Bast, known as the "Green land" and containing ninety-five (95) acres; all of the Northeast fractional quarter (N.E.frl. 4) of Morthwest fractional quarter (N.W.frl.) of Section Twenty-six (26), in Townshi: thirty-seven (37) North, Range four (4) East, containing twenty and rinety-two hundredths (20.92) acres, and known as the "Aubuchen Land:" all of the Southeast fractional quarter (S.E.frl.;) of the Southeast fractional quarter (S.E.frl.;) of Section twenty-three (23), Township Thisty-meven (37) North, Range Four (4) East, containing thirty-two and thirty hundredths (32.30) acros; the Southeast fractional quarter (S.E.frl.) of Southwest fractional quarter (S. ... frl. ; and the southwest fractional quarter (S.W.frl.) of the Southeast fractional quarter (S.E.frl.) of Section Twenty-three (23), Township Thirty-seven (37) Wirth, Range Pour (4) East, containing fifty-nino and ninoty-one hundredths (59.91) acres. Also a tract boginning at a point in North line of the Northwest quarter (N.W.) of the Southwest quarter (S.W.) of Section twenty-three (23), Township Thirty-60 von (37) North, Rango Four (4) East five and twenty-five hundredthe 5.25) chains East of the Northwest corner of the Southwest quarter (S.T. 1) of Section twenty-three (23), thence East clong said North line fourteen and seventy-five hundredths (14.78) chains; thence South forty-five (48) dogroos East thirty (30) chains; thence West twenty-nine and fifty hundradths (29.50) chains to a point in the South line of the Northwest quarter (E.Z. 1) of the Southmost quartor (3.2.1) of Section twenty-three (23), ton and fifty hundredths (10.50) chains Bast of the Southwest corner of the Northwoot quertor (N.W. 3) of the Southwoot quartor (S.W. 3) of Section twontythroe (23); thence in Northwest direction to beginning, containing forty-five (48) aeros mora or less, this tract being known as the ". C. Illians Land," and aggregating one hundred and thirty-sown and twenty-one hundradths (127.21) corpo, more or less. The sineral and sining rights on the Southeast quarter (S.E.) of the Southmest quarter (S.E.) of Section twenty-two (22) and the Dorthwoot quarter (H.H.) of the Hortwoot quarter (N.H.) of Setien twentysix (26); and the Horthesst quarter (N.E. 1) of Horthesst quarter (N.E. 1) of Soction twenty-cover (27), Township thirty-sown (37) North, Range four (4) Bast, including all interest, right and estate in said lands reserved by the doed of Remin Harrison and wife to Abase Chappell, which deed is recorded in the office of the Rosorder of Deeds of St. Francois County, Missouri, and centaining one hundred and twenty (120) acros.

The fractional part coutheast quarter of Section 26, Township 37
North, Range 4 East. Also the fractional part of Northeast quarter of Section 35, Township 37 North, Range 4 East. The center of Big River being the Vestors and Southers boundary of said above described tracts, and said tracts essenting 20 acres, more or less.

The Rast fractional half of the Northwest quarter of Section 36.

GENERALIZING 35.07 BEFOR, MOTE OF LOBE: the West half of the Northwest quarter
of Social 36, centaining 80 derse, more or lose: the Northwest fractional
GENERALIZE 67.23 Serse, more or lose: all in Tormenip
37 Borth, Range 4 East.

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22. The Southwest part of U.S. Survey No. 80, Township 27 North, Rango 5 East, described as follows: Seginning at a stone at the Southwest corner of said Curvey No. 30, and running thence Forth 8° East, 710.5 feet to the middle of the main enamed of Reeder Branch; thence in a Southeasterly direction, up and with the mountaring of the main channel of Inid Reeder Branch, about 1170 feet to the Coursern boundary line of said Survey No. 80; thence North 14° 15; West, with said Curvey line 782.5 feet to the beginning, and containing 8.15 acros, excepting, however, the right-of-way of the N. R. & F. T. Reilway, containing 1.52 acros. The amount of land horeby conveyed being CCCCT acros, more or less.

23. One agree of land described as follows: Seginning at the Southwest quarter section corner of Section 10, Township 37 Marth, Finge 4 Past, running Bast 4 chains to the East bank of Cabin de Course Crock; thence down the East Bank of said Creek to a post; thence West 2 chains to the West side of Section 10; thence South 4 chains to the beginning, containing 1 agre.

230 All that part of the East half of the Northeast quarter of Section 35, Tornship 37 North, Range & East, lying South of a line running along the center of Big River, containing 10 acres, more or loss.

28. The North fractional half and the West half of the Southwest quarter of Section 6, Termship 37 North, Range 5 East, containing 319.88 agree, more or less.

26. The following described tract or parcel of land lying, being and situate in St. Prancois County, State of Missouri, towit: That port of U. S. Survey No. 2114, in Township 37 North, Range 5 Past:

Boginning at the Herthwest serior of said Survey running South 82° East to channel of Big River; themse up Big River to the county read running from St. Joseph Lead Mines to Preach Village; themse along said to the West line of said Survey; themse North 8° East with said line to the point of beginning, and containing 6 acros, more or less.

(E7.) All of the frostional Section S1, Township S7 North, Rango S

Bast, consciring S1.97 scrop, more or loss, excepting therefrom one-fourth
of the new reserved as a burial los by Catherine Reader in does by the said
Catherine Reader to the Desloge Consolidated Lead Company, recorded at page
849, of Book 41, of the records of St. Francois County, Missouri.

83. All of a cortain part or parcol of land in U. S. Supvoy No. 2103
036 in Counchip S7 North, Rango 6 East, lying South of Big River, being a
fractional part of a tract known as the Villian Eastes tract, the lines of
0816 fraction to begin on the South side of Big River where the South
Examples of Arroy He. 2105 originally erossed said river and russing Bact
with the said boundary line to the Sauthouse corner of said original
Examples to 2105; there Horth with the Eastern boundary line of said
Examples to 2106 itself there William Eastern boundary line of said

to the Flat Branch that crosses said original line; thence with the divisional line Westward to the river. Said fraction to contain 10 scree. nome or loss, and being all of the William Estas tract that lies South of Big River, being the same land conveyed by Filis G. Evans and wife to Levi Wells, less that part herotofore conveyed by Oatherino Reeder to the E. H. & B. T. Railway Company.

23. All of that portion of U. S. Survey No. 2105, Township 37 North, Range 4 East, described as follows: Laginning at the Northwest corner of said Survey, running theree South 63° Blat 18.59 chains to a white oak: thence South 27° East 6.50 mains; thonce South 73° West 6.78 chains; thence South 27 East about 2 chains to the Korthesst corner of the Robert Lawson tract; thence South 81° West 10.18 chains to the East line of W. G. Eilford tract; thence North 27° West to the beginning, containing 19.08 acres, loss one acre heretofore conveyed by Robert Wood to E. T. Shaw by general warranty doed dated January 20, 1694, and recorded at page 563 of Book 43 of the records of the Office of Recorder of Deeds for St. Francois County, Massari, being the same land heretofore conveyed by hebort wood to Asbury wood, by deed dated Jamuary 21, 1895, and filed for record September 21, 1897.

30. The Horthwest part of Lot No. 11 of the Subdivision of T. S. Surveys Wos. 3002 and 1864, in formable 37 North, Range & Rast, a plat of which is recorded in the land meerds of St. Francois County, Missourt, in Book 28, at page 1, and convained within the following motor and bounds: Beginning at the Northwoot corner of said Let No. 11, and rurning themes East, on the Saction line, 1303.7 feet to the middle of the public road leading from Desloge to Bogno Torro; thence South 19° 15' West 411.7 foot; thouce South 54° Test 124.5 feet to a point in said Read; thenes North 82° 2088 1219.4 feet to the Southeast corner of U. S. Survey No. 2108; thence North 8° Dast 311.0 feet to the beginning, and containing 12.10 acres, now or less, excepting the surface right to the right-of-way of the M. R. & B. T. Mailway, containing 0.86 of an aero.

31. The Southwest part of fractional Section 30, Township 37 North, Ronge 5 Root, described as follows: Boginning at the Fortheest corner of anid fractional Section 30, it being the Southwest corner of U. S. Survey No. 80, and thence South 84° 15' Bast, with the Southern boundary line of said Survey 50. 80, 1418.4 feet to the middle of the public road leading from Doelogo to Rome Torre; themse with the middle of said road, South 6° % ot 684.8 foot; thence South 18° SO: West 185.8 foot to the South boundary line of said Section 30; themse West on the Section line 1403.7 feet to the Enstorm boundary line of U. S. Survey No. 2105; thones North 8° Paot 990.0 feet to the beginning, sontaining 30.27 acros, more or less, excepting the surface right to the right-of-way of the H. R. & B. T. Railway, containing 2.27 26500.

23. All of Motion 31, Township 38 North, Rango 8 Mast, containing 804.17 acros, more or less.

35. A strip of land for right-of-way, to be used only for reliency purposes, whereas part of fractional species 35, remainly 37 Horen, Range 4

Book, and fractional Section 2, Township 36 North, Renge 4 East, of the Fifth Principal Keridian, 100 feet vide being 50 feet on each side of the contor line of Survey for railway from Deploye Shaft No. 4 to Deploye Shaft No. 5, commoneing at Station 19 plus d5 of said Survey in the South line of U. S. Survey No. 3176, such point of beginning being 902 feet Eastwardly from the Southwest corner of anid Survey; thence South 58° 45' West (Mag.), a distance of 592 feet; thence to left with curve of 955 feet radius, a distance of 799 feet: thence South 10° 50' West (Mag.), 2 distance of 123 feet; thence to left with curre of 319 feet radius, a distance of 842 feet; thence couth 48° 7' West (Mag.), A. distance of 340 feet; thence to right with curve of 410 feet radius, a distance of 597 feet; thence South 35° 38' West ("ac.), a dictance of 261 feet; thomee to right with curve of 717 feet radius, a distance of 385 feet; thouco South 66° 28' What (Ing.), a distance of 108 feet; thoneo to left with curve of 717 feet radius, a distance of 491 feet; thonce South 27° 13' West (Mag.), a distance of 920 feet; thonce to loft with curve of 28% feet radius, a distance of 190 feet to the South line of the Northwest quarter of the Southwest quarter of Spetica 2, Township 36 North, Ango 4 East, at a point 193 feet Past from a stone at the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 2, containing 13.31 acres, more or less; subject to erossing rights reserved to M. R. & B. T. Reilvay Company.

34. A strip of land for right-of-may, to be used onl- for railway purposes, through the Northpost quarter of Section 10, Township 36 Worth, Rengo 4 East, of the Fifth Principal Koridian, boing 100 foot wide, or BO feet on each side of the contor line of Survey for railway from poologe Smart No. 4 to posloge Shaft No. 5, commonding at Station 119 plue 12 of the Survey of said Railway in the East line of said Kortawest quarter of said Section 10, such point of beginning being 1067 feet South of the Northonn's corner of said Northwest quarter; thomes to the left with our wo of 1433 feet radius, a distance of 78 feet; thence South 79° 43' Tost (Mag.), a distance of 44 feet; thence to the left with a curve of 874 feet radico, a distance of 549 feet; thomee South 24° 52' mest (Mag.), a distance of 113 feet; thence to the right with a ourse of 717 feet radius, a distance of 615 feet; thence South 74° 2' most (Kag.), a distance of 1837 feet to the Hest lime of said Section 10, such point being 2128 feet South of a stone at the Korthwest corner of east Section 10, containing 6.76 Beros, more or loss; subject to eresoing rights reserved to the u. R. & B. T. Railvay Compuny;

35. A strip of land for right-of-way, to be used for switching perpense only, beginning at a paint on the line between Surveye No. 3092 and 370, formably 37 North, Ange 5 Dat. It the intersection of soid the word line with the Western boundary line of the N. R. & B. T. Relievy, 160 foot of right-of-way South of the Herbacot corner of Survey No. 870, where 8 South 7-1/3° what with the line between Surveye No. 3092 and 870 for a discussion of 628 foot; thenes South 82-1/3° wast 220 foot to the Herbacot service between these services as a service of 628 foot; thenes south 82-1/3° wast 220 foot to the Herbacot services because 1122 of the B. B. B. D. T. Malyany right-of-way; these services are surveyed to the services as a service of 628 foot; thenes are surveyed to the services are surveyed to the serveyed to the services are surveyed to the serveyed to the serveye

in a Horthwesterly direction with the line of sold right-of-way 480 feet to the place of beginning, containing 1 acre and 7/100 of an acres

excepting, however, from this conveyance, the surface rights to the following described late. tracts, or parcels of land, which surface rights were conveyed by the said Desloge Consolitate! Load Company, to-wit:

I

- (a) A strip of land 100 ft. in width, deeded for right-of-way to K. R. & B. T. Railway Company, running over and through the Northeast corner of U. S. Survey No. 870, and more particularly described as follows, to-wit: Beginning at Station 210 plus 98 of said Railroad, and running thence to Station 211 plus OS of said Railroad, containing 8/100 of an acre, as shown by the map and profile of said Railway on file in the Office of the Slerk of the County Court of said County of St. Francois.
- (b) The following described let or percel of land lying and cituate in the caid County of St. Francois, to-wit: Let 1 and part of Let 2 in Block 22, having together a rentage of 100 feet on First Street by a depth of 120 feet to an alloy on the Southeast corner of First and Bogy Streets, as laid down in the term plat of Desluge, Missourie
- (e) Starting at the Southeast corner of U. S. Eurvey No. 870, run

 Howen 7° 30' Base along and with the Basterly line of each Eurvey, a distance
 of 900 ft.; thence run Vestvardly from said point and at a right angle to the
 said Enetarly line of said Eurvey, a distance of 25 ft. to a point which is the
 beginning corner, and also the Fortheast corner of the following described treet
 of land, to-wit: from said beginning corner run South 7° 30' Vest on 0 line
 sepalled with the Easterly line of said U. S. Survey No. 870, a distance of
 200 ft.; thence run Vestvardly at a right angle with the line last aforesaid
 277 ft. to a point; themse run Vestvardly at a right angle with the line last aforesaid
 line last aforesaid and parallel with the Easterly line of said U. S. Eurvey
 He. 870, a distance of 200 ft.; thence at a right angle with the last described
 line run Eastwardly 277 ft. to the beginning corner of said treet, and being
 led Northeast corner so aforesaid; said treet hereby described contailing 1;
- (4) Starting at the Southeast corner of J. S. Eurvey No. 870, run North 7º 30' East along and with the Ensterly line of said Survey, a distance of 700 ft.; theree run Westwordly from said point and at a right angle to said Emetorly line or said Survey, a distance of 25 ft. to a point which is the beginning corner and also the Northeast corner of the following described tract of land, to-wit: from said beginning so mor run South 7º 30' wast on a line parallel with the Easterly line of said U. S. Survey No. 870, a distance of 800 ft.; theses run Westwordly at a right angle with the line last afterwardly 877 ft. to a point; theses run North 7º 30' East at a right angle with the last afterwardly line last afterwardly line last afterwardly line last afterwardly 877 ft. to the beginning corner of said tract.

 Sarvey No. 870, a distance of 800 ft.; thence at a right angle with the last described like run Engewordly 877 ft. to the beginning corner of said tract.

 Bessel 1888 Scribbesst server as aforesaid, said tract containing life acree.

- (0) Lots 13, 14, 15 and 16, being 300 ft. front by 142 ft. 15 ft.
- (f) A strip of Land for right-of-way for a power line for the transmission of electric power and stringing of wires on poles 20 fts.
 on, ever, across and through the South part of the west half of the Northeast quarter of the Northeast quarter of Section 10, in Township.
 36 North, Rongs & East; this said strip beginning on the Eastern boundary line of said west half of the Northeast quarter of the Wortheast quarter, a distance of about 100 ft. Worth of the Southeast corner thereof and running west along a blazed line to and near the public read most the Southeast corner of said tract; thereo in a Southwardly direction to the Mitchell Thaft in the Southward quarter of the Northeast quarter of said Section 10.
- (g) A strip of land for right-of-way through the Southwest quarter of the Northeast quarter of Scatica 11, Township 36 North, Range 4 East, of the Fifth Principal Meridian, being 100 ft. of So or 50 ft. on each side of the center line of the survey from Ouebo Branch of the K. R. & B. T. Rellmay to the Mitchell Shaft in the Southwest quarter of the Not theset quarter of Spetion 10, Township 36 North, Rongo & East, communei: at Statica 34 plus 38 of said Survey in the North line of said tract of land and 38 ft. West on said line from the Northeast corner of said Southwest quarter of the Northwest quarter of said Section 11; running thence South 38° 20' Wost (Magestic) 1886 ft. to Statica 49 plus 93 of said Survey; theree by one to right having a radius of 717 ft., a distance of 277 ft. to the South line of said Southwest quarter of the Berthoost quarter, a distance of 165 ft. Bust from the Southwest corner of said 40 acre tract, esataining 4.31 acros, more or less, and also a strip of land for right-of-way from the portheast quarter of the Southeast quarter and the Southeast quarter of the Northeast quarter, sestion 10, Township 16 North, Rango 4 Mast, of the Fifth Principal Meridian, 100 ft. with or 50 ft. on each side of the Suppoy from the Gumbo Branch of the U. R. & B. T. Railway to the Mitchell Shaft in the Southwest quarter of the Northcast quarter of Section 10. Township 36 north, Rango 4 East, commening at Station 64 plus 38 in the Rest line of said Hortheset quarter of the Southeast quarter of said Sention 10, and which point is 69 ft. South of the Northeast corner Moreof; ruming thence by curve to right having a radius of 717 ft., a distance of 870 ft. to Statica 88 plus 08 of said Survey; themes-Worth 70° 27' West (Hag.), a distance of 714 ft. to the West boundary-line-of said Southeast quartor of the perthess quarter of said Setica 10, scataining 5.29 deros, noro or loss.

- (1) Lot 8, Block 20, 78 x 140 ft. deep in the town of Degrose. The of St. Francois, Missouri, on the Northwest corner of Third and Min. 8: 308 treet as per plat of said time. The above described Lot with many for erection thereon of a Greek Catholic Church, peatoral residence with a purposes of allowed religious described only appearance of the deed recorded in Book 60, page 426, of the Reverse of and Strategy for County;
- (!) Seginning at a point 900 ft. Northerly from the Southeast corner of Survey No. 870 in said Survey line and 25 ft. Westwardly at right angle; to said Survey line; thence South 7° 30° West, a distance of 200° ft.; thence at right angles with said Survey line 277 ft.; thence parallel with said Survey line 200° ft.: thence at right angles with said Survey line 277 ft. to the place of beginning, containing 18 acres, more or less, to be used for burial purposes only.
- (k) Lot 7, Block 20, fronting 75 ft. on Third Street by a depth of 140 ft. as laid down on the town plat of Desloge, Kissouri, The above described lot joins a lot upon which stands the Greek Catho... Church.

 The purpose for which the lot is to be used is for pastoral residence to—said Church and no other purpose, upon conditions set forth in deed recorded in Book 60, page 533, of the records of said St. Francois County.
- (1) Start at the Bortheast corner of U. S. Survey No. 870 and run thence South 71° West 680 ft.; run thence at right angles Westwardly, a distance of 352.3 ft. to the Southeast corner of said Lot 12 for a point of beginning; thence Worthwardly along the West line of Second Street 500 ft.; thence at right angles Westwardly 300 ft. to East line of Third Street; thence Southwardly along the East line of Third Street; thence Southwardly along the East line of Third Street 300 ft. to bogy Street, being the Southwest corner of said Block 12; thence Eastwardly along the line of Bogy Street 300 ft. to the place of beginning.
- (m) Lots 1 and 2 in Block 20 of Desloge, Kissouri, as shown on the plat of Desloge town made by the Desloge Consolidated Lead Co., said lots having each a frontage of 75 ft. on Third Street and 143 ft. on Bogy Streets, being the Northeast corner of Third and Bogy Streets in U. S. Survey No. 870 with a frame building on said premises.
- (n) The right to erect and maintain poles, wires, etc., over that portion of Randelph Township consisting of Lots 11/28 and 30c, the same being bounded on the Borth by Depot Street, on the South by Mine a goe Street, on the West by Righth Street and on the East by First Street.
- (e) The surface rights only of a tract of land beginning at a point on the North line of Lot 11, bearing South d2° 30' East 1265.5 ft. from the Northwest corner of said Lot 11 in U. S. Survey 3093, Township 36 North, Range 5 East of the Fifth Principal Meridian; thence North 60° 41' East, &

Mesanco of 145 ft. to a point 46 it. to the left of Station 5 places thence North 29" 19: Geet for a distance of 60 ft. to a point, said po boing 100 ft. to left of Station 5 plus 90; thomas North 800 411 Des for a distance of 20 ft. to a point; thouse South 23° 13' Bas for 0distance of 60 ft. to a point, said point boing 40 ft. to the left of. Station 6 plus 10; thence North 60° 41' East for a distance of By Pt. a point in the center of county road; thomes bearing South 210 Woot for a distance of 120 ft., mure or loss, to the Southwest sersor of the Sallie Highley tract, said point being on the North line of Togall of U. S. Survey SO92. St. Francois County, Missouri; thence Marth 82 - VJV Woot on the North line of said Lot 11, 65 ft. to Station #5 on the senter lino of Route 32, Kissouri Stato Highway; thomes continuan Horth 82° 330 West on said lims of Lot 11, 68 ft. to a point of beginning, all being situate in U. S. Survey 3092, Township 36 North, Range & East, of tho Fifth Principal Zeridian, St. Francois County, Yiscouri, containing in all 0.179 acres, more or less, said surface rights having seen conveyed by the Dasloge Consolidated Lead Company by right-of-way deed recorded in Book 161, at page 550, of the Records of St. Francois County, Kissouri.

(p) Lot 1, Block 13, as shown on the town plat of Desloye, St. Francois County, Kissouri.

But it is intended to hereby convey to the party of the Second Part, its succe and assigns, forever, not only the complete title to the lands and interests hereinsbor described, subject only to said surface rights, but also all of the title, rights and re of the poologe Consilidated Lead Company and/or of the above parties of the First Right a against the respective owners of said surface rights.

TO HAVE AND TO HOLD the premises of oresaid, with all and singular the rights. privileges, appurtenances, immunities, and improvements thereunto belonging, or in any w apportaining unto, the said party of the Second Part, and unto its successors and appign .ಇರಾಡು

IN WITHESS THEREOF, the said parties of the First Part have necessate set their hands the day and year first above written.

Firmin V. Deslogo
John F. Vello
Firmin D. Fues
Eugene A Fues
Joseph Dosloge
Vincent P. Hing
Statutory Trustoes of Deslogo Consolidated Lead Company, a dissolved cor-

portion.

STATE OF HISSOURI CITY OF ST. LOUIS)

on this, the flat day of January, 1931, before me personally appeared FIREN Y. Designed. Jose P. Valle, Fixete D. Pusz, Eugele A. Fusz, Jose Pi designe, and vincent P. I to no massa to be the persons described in and the enceuted the foregoing instrument, a seknowledged that they executed the same as their from set and doed, as Statutory Trust

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this day of Trace,

1972, by and between ST. JOE MINERALS CORPORATION, (formerly St. Joseph
Lead Company), a corporation organized under the laws of the State of New York,

party of the first part, and COUNTY OF ST. FRANCOIS (mailing address Courthouse, Farmington, Missouri, 63640); party of the second part;

WITNESSETH, that the said party of the first part does by these presents GIVE, GRANT, CONVEY AND CONFIRM unto the said party of the second part the SURFACE RIGHTS ONLY in and to the following described real estate, situate in the County of St. Francois, State of Missouri, to-wit:

A tract of land containing 4.68 acres, more or less, in Fractional Section 25, 8.33 acres, more or less, in Fractional Section 26, 14.91 acres, more or less, in Fractional Section 35, 39.07 acres, more or less, in Fractional Section 36, 11.10 acres, more or less, in U.S. Survey No. 870, 355.04 acres, more or less, in U.S. Survey No. 2164, and 70.69 acres, more or less, in U.S. Survey No. 3176, all in Township 37 North, Range 4 East, more particularly described in follows: Beginning at an iron pin on the north side of a private road, said iron pin being located 2326.31 feet South of and 6157.18 feet East of the northwest corner of said U. S. Survey No. 3176; thence following the north side of said private road S. 83° 38' W. 715.35 feet to an iron pin and S. 65° 49' W. 902.70 feet to an iron pin; thence departing from the north side of said road, N. 45° 03' W. 385.60 feet to an iron pin, thence N. 1° 09' F. 1043.35 feet to an iron pin, thence N. 85° 19' W. 220.56 feet to an iron pin; thence continuing N. 85° 19' W. approximately 75 feet to a point on the eastern bank of . Big River; thence following said eastern bank of Big River in a northwestwardly direction approximately 1110 feet to a point on the dividing line between said U. S. Survey No. 3176 and said Fractional Section 35; thence continuing along said eastern bank of Big River, in a northwestwardly direction, for a distance of approximately 1350 feet to a point on the dividing line between said Fractional Sections 35 and 26; thence continuing along said eastern bank of Big River, in a northwestwardly direction, for a distance of approximately 410 feet, to a point on the dividing line between said Fractional Section 26 and said U. S. Survey No. 2164; thence continuing along the eastern and southern banks of Big River, in a northwestwardly, northeastwardly, eastwardly and southeastwardly direction for a distance of approximately 9360 feet to point of intersection of the southern bank of Big River with the eastern boundary line of said U.S. Survey No. 2164; thence follow∽ ing said eastern boundary line of said U.S. Survey 2164, in a southwardly direction, for a distance of approximately 3035 feet to point of intersection of said Survey line with the west bank of Big River; thence continuing in a southwardly direction, along the west bank of Big River, for a distance of approximately 415 feet to point of intersection of said western bank with a point in the dividing line between said U.S. Survey No. 2164 and said Fractional Section 25; thence continuing in a southwardly direction, along said western bank of Big River. for a distance of approximately 40 feet, to point of intersection of said western bank with a point on the dividing line between said Fractional Section 25 and said Fractional Section 36; thence continuing in a southwardly and southeastwardly direction, along the western and southern banks of Big River, for a distance of approximately 975 feet to a point on said southern bank of Big River, which point bears N. 16° 38' W. a distance of 2098. 91 feet from the beginning point of the tract hereby conveyed; thence departing from the bank of Big River, S. 16° 38' E. 2098. 91 feet to point of beginning and containing in the aggregate 503. 82 acres, more or less. Together with all timber, wood, rocks and tailings located on said surface rights.

Party of the second part assumes all future duties, liabilities and obligations of ownership.

The grantor reserves unto itself, its successors and assigns, an easement for its power lines which are now in place across the above described tract of land, together with the right of ingress and egress over said tract for the purpose of maintaining, making repairs to, making connections to, replacing or removing said power lines.

No right, title or interest is intended to be conveyed by this instrument in and to any part of the private road above mentioned.

It is hereby expressly agreed and understood that the grantor herein, its successors and assigns, retains for its own use and benefit all the ores, minerals and valuable deposits found or deposited beneath the surface of the hereby conveyed premises, with the full, free and unrestricted right and privilege at any time hereafter to mine and remove said ores, minerals and other valuable deposits therefrom, including the right to prospect therefor, and to sink shafts and to use so much of the surface of the hereby conveyed premises as may be necessary or convenient in mining operations, either for the purpose of connecting by road or railway any such shaft with other shafts or with the mills or other concentrating works of grantor, and the further right of doing, in a proper manner, any act upon the surface of the hereby conveyed premises which said grantor may deem necessary or desirable to fully enjoy its mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the hereby conveyed premises or to any permitted building or structure thereon, in the carrying out of any or all of the purposes and rights reserved, the said grantor shall pay the grantee a reasonable amount, to be agreed upon for such damages; and in the event they fail to agree, then the damages so sustained shall be determined by three appraisers, one appointed

3.2.2

by each of the parties interested and the third by the two so selected, and the decision of such appraisers as to such damages shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the said two parties.

TO HAVE AND TO HOLD, the surface of the premises and the property aforesaid, together with all rights and appurtenances to the same belonging unto the said party of the second part, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said party of the second part, against the lawful claims of all persons whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set torth and those referred to and of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Vico President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first above written.

ST. JOE MINERALS CORPORATION,

By President

Attest:

Secretary

.

...

STATE OF NEW YORK, SS COUNTY OF NEW YORK. 1972, before me appeared to me personally known, who being . duly sworn, aid say that he is the President of the St. Joe Minerals Corporation, a corporation of the State of New York, and that the seal affixed to the foregoing instrument is the corporate seed of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and feed of said corporation. IN WITNESS WHEREOF, I have becounts set my hand and affixed my noterial seal at New York, New York, the day and year last above written.

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Subject to the restrictions and reservations that St. The Mines Corporation, formerly St. Joseph Laad Company, Ras sees ed of record unto itself, its auccessors and assigns an electronic power lines which are now in place acress the above sees the line. of land, together with the right of ingress and ogreen with the tract for the purpose of maintaining, making repairs to parting connection to, replacing or removing said peror limes.

Subject also to cortain restrictions and reservations of a private road and the reservation of said mineral rights as set out is a deed dated 26th day of June, 1972, by and between St. Jes Minerals; Corporation and the County of St. Francois, as recorded in Sock 55 at page 158 through 161, of the Land Records in the Recorder's Of St. Francois County, Missouri.

It is expressly agreed and understood by and between the parties that if the second party should ever coase using the above described land for a sanitary land fill operation, or for recycling of solid waste materials, that all rights, title and interest to said land shall then revert to and vest in the party of the first part.

TO HAVE AND TO HOLD, the surface of the premises and the property aforesaid, together with all rights and appurtenances to the same belonging unto the said party of the second part, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said party of the second part, against the lawful claims of all persons whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set forth and those referred to and of record.

IN WITNESS WHEREOF, the said party of the first part has caused those presents to be signed by the Presiding Judge of the County of St. Francois, Missouri, and attested by its County Clerk, and county clerk's seal to b. hereto affixed, the day and year first above written.

ST. FRANCOIS COUNTY

Presiding Judge of County Court.

County Clerk.

COUNTY OF ST. FRANCOIS)

On this / Zday of May, 1973, before so especial billion Streughen, to me personally known, the being duly sucre. ald sa he is the Presiding Judge of County Court, of St. Presedte County Missouri, and that the seal affixed to the foregoing instrument the seal of said Court, and that said instrument me signed and in behalf of said Court, and said Elliett Straughan seknewlodged instrument to be the free act and deed of said Court.

IN WITNESS WHEREOF, I have hereunto set by head and affixed my official seal in the County and State aforesaid, the day and year last above written.

My term expires:

WATE OF MISSOUR COUNTY OF ST. FRANCOIS

L.M. C. Remon, Bounder of Brook Generally to brush ecutify that the within the AD. 19 12 at 1 0'cierta 2 minutes a fiely filed for record, and is any proceed in Records of this office in fisch and at page of . DI WITTEN WHEREOF, I have limited. ery band and arrived my olders sees es

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION, a Missouri not for profit corporation, its successors and assigns hereinafter referred to as Grantor, whether one or more-and whether an individual, individuals, or a corporation, for and in consideration of the sum of THREE-THOUSAND and Donate --Dollars (\$3,000.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY, a Missouri corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter referred to as "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, add to the number of and patrol an electric or telephone and communication line or lines, or both, consisting of poles, guys, anchors, wires, cables, fixtures, and appurtenances thereto, including transformers, on, over, across, or under the following described land, to-wit:

A thirty (30) foot wide strip of land being part of a tract of land containing 4.68 acres, more or less, in Fractional Section 25, 8.33 acres, more or less, in Fractional Section 26, 14.91 acres, more or less, in Fractional Section 35, 39.07 acres, more or less, in Fractional Section 36, 11.10 acres, more or less, in U. S. Survey 870, 35504 acres, more or less, in U. S. Survey 2164, and 70.69 acres, more or less, in U. S. Survey 3176, all in Township 37 North, Range 4 East, St. Francois County, Missouri; as described in deed recorded in Book 558, Page 158 of the St. Francois County, Missouri, Records. Commencing at an iron pin on the north side of a private road, said iron pin being located two thousand three hundred twenty six and thirty one hundredths (2,326.31) feet south of and six thousand one hundred fifty seven and eighteen hundredths (6,157.18) feet east of the northwest corner of said U. S. Survey 3176; thence following the north side of said private road South 83 degrees 38 minutes West, seven hundred fifteen and thirty five hundredths (715.35) feet to an iron pin and South 65 degrees 49 minutes West, nine hundred two and seventy hundredths (902.70) feet to an iron pin; thence departing from the north side of said road, North 45 degrees 03 minutes West, three hundred eighty five and sixty hundredths (385.60) feet to an i... pin; thence North Ol degrees 09 minutes East, one thousand forty three and thirty five hundredths (1,043.35) feet to an iron pin; thence North 85 degrees 19 minutes West, ninety five (95) feet to the POINT OF BEGINNING of the centerline of said thirty (30) foot wide strip of land; thence North O degrees 46 minutes West along the former St. Joseph Lead Company power line a distance of two thousand seventy (2,070) feet, more or less; thence departing from said former power line of St. Joseph Lead Company, North 42 degrees 43 minutes West, one thousand one hundred sixty four (1,164) feet, more or less; thence North 25 degrees 0 minutes West, seven hundred twenty three (723) feet, more or less; thence North O degrees 30 minutes East, one thousand two hundred seventy two (1,272) feet, more or less; thence North 48 degrees 09 minutes East, one thousand thirty eight (1,038) feet, more or less; thence North 15 degrees 26 minutes East, eight hundred sixty (860) feet, more or less, to the centerline of Big River.

with the right of ingress and egress to and over the above described premises and the premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim or cut down or cause to be trimmed or cut down at any time and from time to time, any and all brush, saplings, trees, over-hanging branches or other obstructions upon said premises and the premises of Grantor adjoining the same which may be deemed to interfere with the construction, maintenance or use of, or endanger the safety of, said line or lines; and the right to license, permit or

otherwise agree to the use or occupancy of said line or lined by any other person, association or corporation for electric, telephone and communication purposes; and with the further right to remove at any time any or all of the said line or lines, and appurtenances thereto, erected upon, over or under said land by virtue hereof.

Grantor, for itself, its heirs, successors and assigns, does hereby warrant and covenant unto Grantee (1) that it is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that it will not create or permit any obstruction of any kind or character that will interfere with the successful operation and maintenance of said line or lines for any of the purposes aforesaid.

aforesaid. IN WITNESS WHEREOF, said ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION has caused these presents to be signed by its ___ President and the corporate seal hereunto uffixed at ST Francois County, Missouri this 22 mg day of October 1981. this 22 day of October . ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION ATTEST: Title: GAYLE BLACKWELL PRESIDENT JOHN R. CAVANAUGH STATE OF MISSOURI of ST. FRANCOIS COUNTY_ lay of October 1981, before me appeared to me personally known, who, being by me duly On this 22 ND day of Octaber BLACKWELL sworn, did say that he is President of St. Francois County
Environmental Corporation and that the seal affixed to the foregoing instrument _President of St. Francois County is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said GAYLE BLACKWELL acknowledged said instrument to be the free act and deed of said corporation. My Commission expires

RONALD D. LAUF?
ESTARY PUBLIC. STATE OF HISSOUR
EST COMMISSION EXPIRES FEB. 22, 1988
ESTA CF. ST., LOUES

county of St. Francols)

t hereby certify that this instrument was FILED FOR RECORD at the date and time shows become and is recorded in Ikaki.

M. C. KENNON
Remotes of Decels
Decels

FILED MAN AM

OCT 23 1981

M. C. KENNON By Llain Change Palet

BK165= et page 565%= 566

St. Joseph Lead

To

ALBERT : / MANT

Mississippi River Full Corporation.

THIS AGRETIET?, Endo this lith in; of January, 1772, by and between 17. JOSE COMPANY, a corporation of the State of Now York, party of the first pare, and LTESSESTION of Delaware corporation, authorized and doing misiness under the lase of the second part;

said party of the first fort, for and in consideration of t of ONE DOLLAR, to it paid by the marty of the second part, the receipt of which is bere agencyledged, down hereby grant, bargair, coll and convoy unto second party, its success and assigns, a right of say, or cosment, and the right, from time to time, to thereon ecastruet, reconstruct, replace, remov, maintain, repair, operate, change the size of, at its election, to remove therefrom a single line of pipe, or pipe line, not to exceed (6) inches in discretor, for the transportation of gas, and to place, replace, mair in one from the colors and or such other equipment as is or may be necessary for the equipment as is or may be necessary for the Perod, over, upon, under and aeroes the lands of first party, and the out-surface rig THE TAXABLE CORRECT CORRECT CONTROL OF THE CONTROL and boing in St. Proneois Courty, State of Misseuri, and situate, respectively, in (a) See son Support Hc. 870, Tornahlp S7 North, Rangon 6 and 5 Bast; (b) United 2taton Suppor 870, 3176, 2164, 467, and Proctional Forts of Soctions 26, 25, 28 and 14, Temporal 87 Roses 4 Bast; (c) Walted States Survey No. 870, Townships 36 and 37 Kerth, Roses 4 and East, and SEt of SEt Prestional Section 7, Tomable 36 North, Range 5 East; and (d) De-States Survey No. 3272, Township Sc Porth, Rengo 5 Mat; tip route of said right of vaeassemnt, and the line haid, or to be haid thereon, being more definitely fixed and idby the red and yollow lines shown on the blue prints herote attached and made part nor resportively designated as Exhibite "A", "B", "C" and "D"; the rod shade also indicat leads oward by first party in foo, and the follow chade the lands in which it was Me automyles rights and privilegos.

Pegethor with the right of ingross and egrees to and from said right of way, sacretaint, and to and from said line, other equipment, or any of them, for the surposes said. It is understood that any sipe line laid under this grant shall be buried to su depth as will not interfere with the ordinary use or cultivation of said lands, and the party shall always have the right to fully use and onjoy the above described promises, as to the rights have indefere granted.

It is understood and agreed that if at any time the line leid, or so present laid ender this grant, shall interfere with any personent improvements bereafter made land, for relired or other industrial purposes, then, and in that event, an request of the lands, the party of the access part, its ensembours or escitate, vil the era cost and amplace, and within sixty (60) days from the date of such requise, remains presides, its eath pipe line and againstat, and thereafter examines and preserved of the such ace location with all the dilligence.

The party of the second part hereby agrees to pay ressentble domeres which may arise to erops, timbor, fonces or buildings of said first party from the exercise of the rights servit. granted; said damagon, if not mixually agroad upon, to be ancertained, determined and fully sostled upon by three (3) disinterested params, one (1) thereof to be appointed by the first party, one (1) by the second party, and the third (3rd) by the two (2) so appointed, and the award of the amount of the damages, so fixed by such three (3) persons, or two (3) of them. shall be final and conclusive.

The rights and privileges, conditions and coligations of this agreement, unich are and are to be considered in the nature of covenants running with the lund, these extend to and bo linding upon the legal representatives, successors and assigns of the parties hereto, respectively.

IN VITARES WHEREOF, the parties hereto have caused this agreement to be executed by those proper officers, each therewate duly authorized, and their corporate seals affixed, the day and year first above written.

ATTEST:

ST. JOSEPH LEAD COMPANY

Locaidas H. Besson S30F3 tary

STANT Soorotery

Clinton H.

Problems

(Corporate Soal)

AFFEST:

MISSISSIPPI RIVER FUEL CORF. STICK

Caristy Pamo

Frontdont

(Corporate Seal)

STATE OF HEW YORK) COUNTY OF BOX YORK)

the this 12th day of Junuary, 1981, before no appeared Clinton E. Crone. to me 119 perso, who, boing duly sworm, did say that ho 1: the Provident of ST. JOSEF! LEAD hand and the the scal afflied to the foregoing instrument is the corporate time, and that said instrume was signed and seeled in bohalf of said Organities by authority of its Board of Directors, and said Clinton E. Cross seimosledged cald instrumet as the free act and dood of soid corporation.

TETTERES SEPRECY, I have herowate set my hand and affixed my official seal at my effice in low York City, the day and year first above written.

Hy Commission expires March 30, 1921.

(Seal)

Elsio C. Harroca Hotary Public Comm:y of Hinge, State of How York HOTARY FUBLIC. MITTON CO. HO. 411 CERTIFICATE FILED TEN YORK CO. NO. 15 REGISTER'S NO. ELHOS CO. L. 10, MET YORK CO. NO. 1414

HT COMMISSION EXPIRES MARCH SOTE, 1931

STATE OF SEE YORK

COTATY OF BEST TOPE

tareals des day of Pobruary, 1931, bot to me appeared Christy Fayne, to me personally ter on the, toleg daly ocera, die ony that he is the problems of Mississipy River publ GGFGATIC, a corporation, and that the social utilized to the foregoing instrument is the corposed seed of mid serversies, and that sold insurement the dispose an ecolod in behalf Civell expension by extension of the graph of planters, and said during by a determinated THE REPORT OF THE PARTY OF THE

o acisorian 96870 email ent richts for commen of significant email Elica Promise email entre email entre email entre email entre email entre entre email entre entre email entre entre email entre ent

The solior by the term of this agreement permits the laberers and deployees of the bayor to enter the sold lend to out and respond the think from this lend one to have a right of the table and therefore and there exist lend, and the sol all estimates the sold lend on the treaters to be said there off this and generalized buyor right of egrees and regress to the out of the out of the sold the sold

Summer whall be out so that their beight whall not exceed the diameter of the tree, and whall not exceed 12° for diameters of 12° and over.

Early times chall be protected against annousement injury. All feaces about to less in an good comitties on feace by Eaver.

It to further agreed and understand by both parties as follows: In case of dispare over any terms of this contract, final decision will rest with a reputable and qualified parties which yours in both Buyer and Soller.

In Viences Thereof the parties before have herewate not their hand scale this like day of April 1946.

DISHED:

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J. B. Becoralet

State of Minasari)

Commity of St. Promodia)

Ca this 13th day of April 15th before as percently appeared i. S. Escarsick to as Exerc to be the parama described in and who executed the foregoing independent existance and collections that he executed the collections and decide

IS TEXTIMOTY THEREOF, I have horsense see my kand and affined by afficient amiles of a second control of the corner field and the corner field (CEAL)

Pilca for Bosore this 17 day of April 1. D. 1946 ot 9 o'clock 40 misson A. H.

Perross Robinson, Boserder

BIOHT OF BAY ORANT

THIS AGREEMENT, Endo this State day of April, 1946, by one between St. Joseph Lend Company, a corporation of the State of Nort, party of the first part, and Mississippl Miver Froi Corporation, a Balagare corporation, authorizes and doing traineds and of the State of Mississipply of the Seaso of Mississipply party of the Season party.

FIRMSHIM: The eald party of the first part, for and in consideration of the common of the Bellow, to it paid by the Party of the second part, the receipt of shich is hereby consisteded, doth hereby great, bergain, sell and convey unto second party, its unseemence and consisteded, doth hereby great, bergain, sell and convey unto second party, its unseemence and consisted a right of cop, or enement, and the right, from them to them, to thereon lay, consistence, receive, replace, remain, repair, operate, change the size of, and, at its election, to remove therefore a single line of pipe, or pipe line, not to enemed eight (6) inches in diameter, for the transportables of ges; and to place, replace, minimals operate and place volves and/or much other equipment as it or may be encountry for the operation thereof, ever, appear and each operate the locate of first part, and the exhercise rights and privileges armed and held by first party in servals other lands, the chalc charges bounds. Francols (semmy, there as dispersit, and alterate of described as follows, to-close

A relocation of a perties of lime 4.67, a being matern) and pipe line, to take off from the emissing lime 4.67 at a point near Station 25 / 17.6; stance running in a correspiral direction, across big fiver; thence close and algorate to the state of call river; themes following the general apostroms direction of act river; and the station and a station of act river; and to said to the order a sea the station of the action of the state state

erro appoilimily lectrical and in econfirmed alth blue prints of drawing, imitated in rod and expenses on approved an expense, lying, copies of abien approved an expense, by and any in the procession of the proline despots.

Pagostar vita the right of lagress and egress to exist from said right of vay or successor, and to and from said line, other expignant, or day of them, for the purposes aforemable. It is understood that any pipe line laid under this great whell be buried to such depth as vill not interfere with the ordinary upo or cultivation of said lands, and that first party chall always may the right to fally use and only the above described promises, except as the rights hereinbosers greated.

It is understood and agreed that if at any time the line loid, or so proposed to be laid under this grant, chall interfore with any permanent improvements hereafter made on solf land, for relircad or other industrial purposes, then, and in that event, on request of the their twanter of the lands, the party of the sected part, its successors or energian, will, at its own case and expense, and within sixty (60) days from the date of cuin request, release, or the promise, its sold pipe line and equipment, and thereafter ecompass and procesuse the sort of its remains to such now location with all due diligence.

The party of the second part berety agrees to pay reaccable designs shick may erice to drope, timber, forces or buildings of said first party from the exercise of the rights berein greated; sold designed, if not emegally agreed upon, to be destroined, determined upon fully soltion upon by three ()) disinterested parons, one (1) thereof to be appellated by the first party, one (1) by the cooked party, and the third () of the two (2) so appellated, and the record of the operate of the designe, so fixed by such three ()) persons, or two (2) of these, shall be final and constant.

The rights and privileges, conditions and obligations of this agreement, which are said are to be employed in the nature of covenants running with the lend, shall extend to east to binding upon the legal representatives, successors and sestime of the parties heret, respectively.

IN VITERIA VHERROP, the parties herete have caused this egreement to be encounted by their proper officers, each theresante duly authorized, and their corporate scale officed, the day and year first above written.

ST. JOSEPH LEAD COMPANY

6. I. Brigder Besterr

Resallo M. Vorberdes

PORTORADE PORPORADE

By Andrew Pletcher Viac.Promident

(REAL)

ARROAR S

A880088

FIGSISSIPPI BIVED PUBL CORPORATION

67 William O. Marbury Vice-Prosident

REPARA

County of Ben Tork)

THE PROPERTY.

Ca this 6th tay of April, 15th, before an appeared Ardrew Plateber, to an parcapilly mann, was, being duly more, did may that he to Vice-Provident of St. Jeroph Loca
capilly mann, was that the small officed to the foregoing matrices to the desperate
capilly manner. And the thin small desperate was element on scaled in behalf of sold cor-

peration by authority of its Beard of Mirostopo, and said Andrew Plateher asknowledged sai instrument so the free set and deed of sold corporation.

IS TITUES THEREOF, I have bereauto set my hand and affixed my official set at office in Mos York, M. Y., the day and year first above critten.

My Commission Expires:

(1001)

Blais C. Harverd
Hotery Public, Inga Co. No. 320
Coptificate filed Nov York Co.
Li Register's Hot. Einga Co.
133-H-7, How York Co. no. 229-H-7
Hy Commission Expires Earth 30th, 1947

State of Missouri)
(City of St. Louis)

On this 12th day of April, 1946, before me appeared Em. O. Marbury, to made and the vice-freezees of Mississipp River Puel Corporation, a corporation, and that the coel offixed to the foregoing inserue is the corporate deal of said corporation, and that asia instrument the signed and social behalf of acid corporation by authority of its Board of Directors, and said Mar O. Marbur acknowledged acid instruments as the free act and deed of said corporation.

In FIGHESS THEREOF, I have herowate set my hand and affined my officed in St. Louis, Mo., the day and year first above pricten.

My Commission Supires:

Pob. 8th. 1950

(neal)

J. F. Pointer Notory Publis City of St. Louis, State of Minsour

Piled for Record this 17 day of April A. D. 1946 at 9 o'clock 42 minutes A. M.

Porrect Robinson, Recordor

WARRAKTY DEED

H. B. Dunmand Ada Dunm his wife to Hard 9. Hond

Subject, herever, to all the conditions and reservations contained in Special Varranty Boad dated March 03, 1988 from the St. Joseph Load Co. to Los Hise and reserved in Boaz 187 at Page 883 of the Land Records of St. Francois County, Misseuri.

TO HAVE AND TO HOLD the case, with all and singular and privileges and immediates thereto belonging, as fully as the same are used by said parties of the first part, and the cold party of the casend part, and the best party of the casend part, and there are assigned forever; the said parties of the first part by these presents, for these streets and their boirs.

Largard Hillord.

δΘ

VILLEY DED.

T. J. Black.

THE INDEPENDE. MAIS ON THE SAY OF SUC. A. D. CO TROUGHES BLACKED COME FROM THE STREET BY COME STREET, by CAS BOSTOCK MARGARET MISSISSION OF MAISSISSION OF MISSISSION OF M

VIMILIA. That the cold perty of the Pivet Part, in emoideration of the cust of the Hundred Bellare and evacy volumble considerations to her poid by the enid prety of the Sesend Pert, the resolute of valuable horeby animal algal, dead by these procate, draw, largely and Sell, Convey and Canflyo, which the cold perty of the Sesend Pert his hoire and sested. The following decorated Late, Transe or Perento of Land. lying, being and although in the County of St. Pracesse and State of Microwel, tooks:

TRACT NO. 1.

A part of Survey No. 2108, eriginally confirmed to Eschiel Estee, touis:

Boginning at the Forthrees corner of cald Survey, running themes South 27 degrees East fifty one chains to a poos; themse East cover chains and fifty links to a created clock one, themse South 3 degrees East Tuesty-cine chains and cirty links to a Busheye tree, themse Goot to the Couthurst corner of cald Survey, themse South to the place of boginning containing 184.32 corps.

SRACT NO. 2

A portion of the Berthees quarter of the Bertheest quarter of freetical Section is in Township in Borth of Range 4 Hoot, being all that part of said freetical al Bentian lying on Borth side of Big River being the sease on which the dwelling hemoe etcade, containing 4 acres, more or lose.

TRACT NO. 3.

All of 40.84 coroo. Mere or loce in Surroy 30. 2163 in fewering 37 North
Reaso 4 Root, beginning il chaine and 8 links Root of the Borthmoot corner of enid
Survey of a steed from which a block Out five inches in diameter boore bouth 88 dogrees Root 18 links, a Dient Out 8 inches in diameter south 31 degrees Root 9 links.

themae south 37 degrees Root 83 absine and 34 links to a other, themae Bouth 18 degrees Root 69 to the dogrees Root 8 shains and 36 links to a other from which a coder tree four inches in
diameter boord Borth 68 degrees Boot 470 links, thance Borth 11 degrees Root 4 shains
to a other from which a white Out 30 inches in diameter boord Borth 32 degrees feet
469 links, thance Borth 82 degrees feet 49 chains, and 69 links to the Borth boundary
line of a Biothoff tree 6 inches in diameter board Bouth 18 degrees Feet 369 links and
a Felhard 10 inches in diameter board 64 degrees Root 84 links, these of Borth 69 degrees
Feet 7 absine and and link to the boginning. Leas 0 and tree the port borth bortotested cold to doth 8000 out of the Borthmoot part of each tree the part bortoby canpaged combined 40.84 area, eare or leas.

EFF 50. 4.

Ecot. Locaribes of follow: Beginning of a point. (Rebort Tends. Benisses, corner 3.29 chains Cours 27 degrees Ecot from the Bertaus corner of each Survey be. 210 running themse South 27 degrees Ecot 45.79 chains; themse Bert 28 degrees Ecot 1 chains to the Bouthers of corner of the Econol Coeffery treat; themse Berth 27 degrees Took 43.10 chains to a ottae; themse Bouth 81 degrees Took 1.20 chains to the benefitting ecotaining 47 degree, loss 3 degree degrees to Took C. Johnson and 2 degree Cours to Forth Jones, the special bottom conveyed being 42 degree of loss.

TRACT TO. 5.

9

(2)

Port of Survey So. 2106. Beginning at the Morthweet at the Rebert Low tract and the Southweet nerver of the Rebert Food tract (South 2" degrees Each 8.3 chains from the Morthweet corner of sold Survey; running themes South 27 degrees 5.80 chains to a cross on a large rook, themes Morth 81 degrees Each 8.18 chains to stone, themes Morth 27 degrees South 5.00 chains to Rebert Viede South line, themes South 81 degrees Seet 5.18 chains with Rebert Vood's line to the beginning, contains 3 cares. Lord of 1000.

TRACT HO. 6.

All of that portion of Survey Bo. 2109 deceribed at fellows; towit:

Boginning at the point in the Good bewadery line of the St. Joseph Leed Co., in cold Survey 6.80 chains South 27 degrees Pool from a point in the Borth bounder line of said Survey Bo. 2109, 18.80 chains South 93 degrees 'sat from the Borth bounder corner of said Survey, said Beginning being the Southcoat corner of a 2 core tract portly coned by J. R. Long, running themse Borth 27 degrees set 8.80 chains to a stone, themse South 73 degrees that 4 chains to a stone, themse South 73 degrees Boot 4 chains to the beginning, set taining 1 core.

TRACT HO. 7.

All of that portion of Survey No. 2108. In Tremchip 37 Torth Range 4 East, a described as follows, towit: Beginning at the Southeast coller of the Robert Wood tract in the West line of the Semiel Cookery tract, theree running South 61 degree West 5 chains with said Wesd's line to a stene; theree South 27 degree East 4 chains to a stone; themos South 27 degree East 4 chains to a stone; themos Sorth 61 degree East 6 chains to a stone in the line between 8 upl Cookery and Robert Lawsen; themse Sorth 27 degrees West, chains with said line to the beginning, containing 2 acres.

TRACT BO. 8.

Port of Survey 2106, confirmed to Emails Ector: Be imming at a Busheys on the Cauthorn boundary of each Survey, rumning themse Horth 3 degrees work Ed. 40 and another, themse Borth 40 degrees East 34.67 chains to a Looset tree; themse Borth 1 areas East 4 another to a cause tree; themse Bouth 60 and 60 areas the Eastern Edward of each 60 areas fough 4 another to a chagar Maple; themse Couth 60 degrees we are the line between which each coffice Eastern bear of big River;

thence up eath river on the Rest and South aids to the Bouthern coundary of said Survey, thence with said tournary west to the beginning, conseining of serve, tore or less.

TRACT EG. 9.

Another port of said survey 2163, beginning of a Leaust troo on Scattorn beautiful Big Biver on the line between the Sn. and Leaford Bates tracts: themse South 80 degrees when the said thanks thereof south 80 degrees are 22.39 chains to a stone on Vert bank of Big River, themse South 11 degrees sout 4 chains to the beginning sentables 0.91 acres.

The total cases of 1 ms hereby convered being 300.07 or ea.

PO HAVE AID TO HOLD the premises aforecaid, with all end singular the rights, privileges, appuricaences and immutities therete belonging or 1: ANNICO apportaining unto the said party of the Beegad Part, and unto his hoire and sesting, PERSYER, the said Hargerer Milford herety covenanting that the 1: lacevally sested of an indefedential Boo in the produces herein conveyed; that she has seed right to servey the same; that the said produces are free and clear of any insumerace deno or outforced by her or these under when she claims, and that she will VARAMY AND DEFEND the title to the said premises unto the said party of the Concad Part, and unto his heire and serigns. FOREYER, ogainst the laceful claims and decende of all persons whoseever.

IN VICTOR THEREOF the said party of the First Part has horsunte sot how hand the day and your first above written.

(I. R. Storme (9101.00 (M. H. (6/7/20)

Margaret. Hilford

Horgorot. Hilford

27ATR OF MISSOURY.)
City of St. Louis.)

Ca this 10th day of June, 1920, before no personally appeared Hargeret Hilford to the known to be the person described in and the executed the original instrument, and actional edged that the executed the same as her free set and each . And the said Hargeret Hilford further declars herealf to be single and waterried.

If TENTIES THEREW, I have horounte not by head and affined by efficial cool at my effice in St. Louis, He., the day and year first above written.

By term empires Agat. 27th, 1951.

(SPAL) J. Mourice Coldern, Hetery Public.

COUNTY OF St. Francis.

Ca this <u>fill</u> day of June, 1988, before as percendly impered Hargeret Hilfield to as known to be the person described in and who encounted the foregoing instruand, and asknowledged that the executed the same of her free soft and deal. And the sale Engages Hilford further designs bereek to be eight out the material.

DE TRANSMENT VIENCEN. I bevo bereaus oot at beed and officed by office deal ocal of at office is portained. Etc., the day and gran first obeto tritted.

Etc. the day and grant first obeto tritted.

(EEEL)

Occes L. Rello. Hotory Pablic.

-			Hobort h. Tratta	
	Signed and delivered in presence	of uo,	ADLD A. Fratto	-
	STATE OF MISSOURI) 88. County of St. Francois)			
	on this 5th day o	f July 1925 before Bo	porsonally appoared kecort	۵.
_	Presse and Empe A. Fresse his vir	_		
-	oxecuted the foregoing instrument			
	froe ace and deed.	_		
	IN TESTINGAY WHER	ECF, I have herounte	oot my hand and affixon my	official
	coul at my office in flat River t this 5th day of July 19	he day and year fire		
		Just	J. L. Clovoland	
	Filod for Record this 16th day of	October A. D. 1:25 (at 12 o'clock 10 minutes F.E	•
	******************	н. 1	4. O'Bannon, nocorder of Leo	do.
	a. J. Elledge & cife,	}		
	To) 	•	
	St. Francoia Co. Prospecting Co.	}		
	THIS INDUSTRIES. H	ede on this 29th day	of sobruary A. D. One Thouse	- Ond Sino
-	Hundred and Twonty-three by and h			
	St. Presente County, Managaria	Contract of the second	منسب برسان المستسبب	D 10
	The corporation of the corporati			
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	を発する。 ・			
		estado de la Tornesia de la Compansión de La Compansión de la Compa	The second second	
		- EA In	Print I was a second	1
	Backeye troo, thouce work to the	Houshwass ecrnes of	seid Burvey. thence sorth to	
	place of beginning containing 18	1.32 acros.	transfermance of the total of the state of t	
•		TRACT NO. 2.		
	a portion of the	northwest quarter of	the perthesst quarter of f	recrional
	Section 36 in Township 37 Borth	nest, team & Bynan to	g all that joit of Buid fra	ctional
	Section lying on Borth sice of B	ig kiver ceing the Ge	on ghilleds the coelling no	200

TRACT NO. 3.

Range 4 sant, beginning 11 chains and 5 links bant of the northwest corner of said survey as a stone from shich a black wak five inches in dispeter ocars south 35 degrees bast 18 links, a Black wak 5 inches in dispeter ocars as 9 links, thenes south

All of 48.84 acres, more or look in Survey No. .. 105 in Tounehip 37 Borth

stance, containing 4 acres, more or loss.

27 degrees bast 52 chains and '4 links to a stone, thouse borth as degrees ast 8 chains and 80 links to a stone from which a codar troe four inches in diameter seam north 58 degrees bast 479 links, there sorth 11 degrees bast 4 chains to a stone from which a white Oak 20 inches in diameter bears north 32 degrees took 405 links, thence north 32 degrees dest 40 chains, and 80 links to the north boundary line of a hickory tree timesce in diameter bears south 10 edgrees took 300 links and a colout 10 links to the first boundary line of a hickory tree timesce in diameter bears south 10 edgrees took 300 links and a colout 10 links to the first links, thence borth 33 degrees took 7 chains

12 2000 link to the Beginning. Loss 5 acres off of the above trace herotofore sold to debut tend out of the Berthuest part of said trace the part hereby conveyed containing 63.84 acres, there of less the part hereby conveyed containing

TRACT HO. 4.

All of that portion of Survey No. 2108, in Township 37 sorth, hanges 4 and 5 Last, described as follows: beginning at a point, (honert souds, wouthwest curner) v.. chains south 27 degrees Last from the sorthwest curner of said survey No. 2105, running thence south 27 degrees Last 43.75 chains; thence sorth 88 degrees Last 11.10 chains to the SouthWest corner of the Samuel Cooksey tract; thence sorth 27 degrees west 42.10 class to a stone; thence South 81 degrees west 11.20 chains to the beginning centaining 47 acre loss 3 acres conveyed to Em. C. Johnson and 2 acres conveyed to Sarah Jones, the Ement herein conveyed being 42 acres, more or loss.

TRACT EC. 5.

Fart of Survey No. 2105, Reginning at the Berthwell corner of the Robert Labourn tract and the Southwest corner of the Robert Wood tract (South 27 degrees Anns 9.38 chains from the Berthwest corner of Daia Survey) running themse South 27 degrees East 5.40 chains to a cross on a large rock, thence Borth of degrees East. 5.18 chains to a Stone, thence Borth 27 degrees South Stone, thence South 81 degrees West 5.18 chains with Robert Wood's line to the Deginning, containing 3 ucres, more or less.

TRACT NO. 6.

All of that portion of survey so. 2105 deceribed as follows: towit:

beginning at the point in the west boundary line of the St. Jesoph Lead

Co. 8, land in said Survey 6.50 chains South 27 degrees East from a point in the Borth

boundary line of said Survey so. 2105, le.59 chains South 33 degrees East from the Borth

West corner of said Survey, said Beginning being the Southeast Corner of a 5 acro tract

formerly owned by J. h. Long, running thence Borth 27 degrees East 2.50 chains to a

stone, thence South 73 degrees went 4 chains to a stone, thence South 27 degrees East

2.50 chains to a stone, thence Borth 73 degrees East 4 chains to the beginning, containing 1 acro.

TRACT MC. 7.

and described as follows, towit: beginning at the Southeast corner of the Robert word tract in the Woot line of the Damuel Cockedy tract, thence running bouth 81 degrees sook 5 chains with said wood's line to a stone; thence South 27 degrees wast 4 chains to a stone; thence Borth 31 degrees wast 5 chains to a stake in the line between Samuel Cockedy and Robert Lawson; thence Borth 27 degrees west 4 chains with said line to the beginning, containing 2 acres.

I HACT NO. 8.

Part of burvey 2105, continue to asolicit actes: peginning at a Buebeye tree on the southers boundary of soid burvey, running thence Borth 3 degrees . West 20.00 chains, thence morth 80 degrees mast 34.89 chains to a Locust tree; themse morth 11 degrees mast 4 chains to a stone; thence worth to coppess mast to the masters

boundary of acid survey; thence couch a chains to a sugar maple; thence South 88 degrees wook on the line between the and Ledford between tracts to the sameters bank of hig liver; thence up could river on the acce and bouth side to the newthern terndary of said ourvey. thence with could because y vest to the beginning, containing 80 acres, more or look.

TRACT HO. 8.

Another part of hald burvey 2100, beginning as a Loouse troo on vectors. Bear of high liver on the line between the www. Leafferd motes frace; these seath we degree beet 22.25 chairs; thence north 4 ebairs; themse best 89.00 degrees was 29.00 dealed to a stand on book book at his hiver, themse boush 11 degrees nost 4 chairs to the books ing containing 8.91 acros.

The total amount of land heroby convoyed Loing 369.07 acros.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenences and immunities thereto belonging or in anywise apportaining, unto the said party of the second part, and unto its successors and assigns, forever; the said w. J. alledge und lies w. alledge, his wife, hereby covenanting that they are lawfully setsed of an innercoarble setate in fee in the promises herein conveyes; that they have good right to convey the seme; that the said premises are free and clear of any incur pranses done or suffered by them or those under show they claim, and that they will barrell will LEFALD the tile to the said promises unto the said party of the second part, and unto its successors are assigns, forever, against the lauful claims and demands of all persons whomeserver.

12 UNINASE WHAREOF, The said parties of the first part have hereunte set their names and seals, the day and year iird above written.

Signed, Sealed and Delivered in Fresonce of US:	H. J. Ellooge (50El)
	Lida u. Elleage (Scal)
CD (1) att ANE (C) to	
STALL OF BILLCORI,) ao.	
County of St. Francois)	
ON THIS 6_cay of Oct. 1923 before m	e personally appeared E. J. Ellorge
and Lica b. Aliocco, his wife, to mo known to co the	leanous concerned in mud also executed
the foregoing instrument, and acknowledged that they	executes the sens as their free act
and deed.	
11 TESTITUM WHEELOF, I have horount	o sot my hand and affixed my official
soal, at my office in Bismarck, Mo., the day and yes	r first above written.
AT KAMPY OF AFFICE ON A DOLLEY PUBLIC	Till orniro Jan. 21 1926.

Filed for Record this 13th day of October, 1923 at 2 o'clock 35 minutes F.M.

H. H. O'Bannon, kocorder of boods.

ass. Barah vanco, et al.

(Seel)

10

UKTERAL HARRANTY DEND

BORY F. MODD.

THIS INDEPENDED, Each on the 12th day of July A. D. One Thousand Since Enclosed and Tuchty-Three by and Between two. Sarab vance, and Anne Thousand H. S. Threese, her bredend of St. Frenchic County, biscourt; hand Layton and Devid Layton, her Thebraid, 63 Could, Restrictly; will S. Verre and Rebell vario, his vise, of Canta Bollog, and REXISSUESH unto the baid parties of the Second Part that jury of the projecty and roal estate in said three several deeds of trust concrited as follows, to-wit:

All of that part of Survey \$2968. Beginning in the East line of the Petcal Read at the Herthcoat corner of a lot conveyed to Fearl B. Reberts and husband by H. J. Hunt and husband by need cates December 14. 1909 and recorded in Book 87 at page 303 of the land recorde of St. Franceis County, Misseuri, running thence Southeastwardly along the East bise of Said Fearl Book 93 feat; thence Eastwardly 162 feat to the West line of a lot of ground formorly cound by D. J. Eastward at a point 30 feat South of the Horthwest corner of Said Eastward 2 lot; thence South 50 feat to the Horthwest corner of said Eastward 2 lot; thence South of the Southwest corner of said Eastward 1st. it being also the Southwest corner of a lot cald ReBeatel lot, it boing also the Scuthwest corner of a lot now or formerly comed by Taylor Saith; thouse Beat along the Scuth line of lots now or formerly comed by Taylor Saith; thouse Beatth and C. C. batta line of lots now or formerly comed by Taylor Saith and C. C. batta line of lots now or formerly comed by Taylor Saith and C. C. batta 186 feet to the place of beginning, lying being and cittate in the City of Parsington, County of St. Francois, State of Fiscouri.

TO HAVE AND TO HOLD the percel of land above specifically decribed free, close and discharged from the encumbrance of the three deeds of trust above referred to. It is however, citizinutly understood that this dood of release shall not in anywise office the lion and ensurements of said three seess of trust as to the remaining part and pertien o the roal optate and projectly described in said three deeds of trust.

IN WITHOUSE CHESSOF, the case party of the First firt has caused those propent to be eigned by its Iresiannt and its corporate seal to be affixed, attested by its Secretary the day and year first above written.

(Cor crate Seal)

PARALEGICH EQUITABLE EVILLING AND LCAU ASSOCIATION.

L. H. Giocoing Problems.

A66008:

O. W. Bloock Socratary.

State of Missouri. County of St.PTs.cois. Cn this 6th day of his A. L. 1925, refere as appeared L. r. Glosping to mo personally known who being by me

duly overn old day that he is the President of the Fernington equitable building and Loan Association and that the deal affixed to the furgging instrucent is the corporate seal of Sale corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said D. F. Giessing schuesledged said instrument to be the free act and deed of said corporation.

IH TESTIMONY THEREOF, I LAVO noreunto Got my han, and affixed my official scal at my office in the City of Farmington, he. the day and year first accord (Seal) Writton. My commission as Hothry Public Will expire Sept. 25 1927.

Not ry Public.

Filed for Rocord this 6th day of Bay 1925 at 2 o'clock 15 minutes F.F.

H. Y. O'Bannon, Recorder of Deces.

V. J. Ellocgo & Lien V. Ellocgo.

CHARLETT TO DESCRIPTION CHIAR TRUST LESS SALE.

Pargarot Milford.....

THESEAR, W. J. Blicege and Line U. Blicege by their Boad of Trues, dated the ocvomen day of Just, A. D. 1936, and reserved in the Accorder's office in St. Prescoin County, Blooders, in Book 117, rogo 336, conveyed to Bonjonia H. Barbury, as Trustee, th property horoixofter described. If TRUEY, to accure to Eargaret Fillord, the payment of the promiseory neson in said deed described:

THE PARTY OF THE P

AND WARRES, It is provided in and by the terms of cold Door of Truct, that in a correlate ormitagoncy therein etales, the acting Cherrit of St. Francois County, Rissour:. is case of the objects, doesn, refueld to act, or disability in anythese of the above established head cold a. Represe, Truckoo, Loy act in lies of and morfers the cution and perment dologoed to the act Truckoo in and by the torne of Gald doed:

AND WEERLE, ENGLANDER H. PERFORM, the could from the refuse to bee active too.

AND WHERLES, Befault was exact in the payment of the taxes on onte real estate, and also, of the p-contenory notes necessed by said Bood by reason whereof 1, H. B. Watts, SECTION OF BC. Propose County, in the State of Hissouri, acting as Tructed and in the pleas and stood of the Truckse appointed in and by said Paci in ascordance with the terms of said East, did, at the request of the logal helder of said premissory nessor to enceute the powers to be given by said Moss, and did, on Bonday, the fourth cay of Ray, 1938, 4. D. Om Theream Him Rusised Transp-(ive, having proviously given teenty (21) cape notice of the time, terms and place of cale, and of the preporty to be self, by advortisemen printed in the Parmington Bows, a newspaper printed and publishes in the City of Parmington. Scanty of St. Frazzeis, and State of History, a copy of vaica advertisement, with the of the prince of the princer of the medepaper, proving its publication is because annuals and meso part beroof, at the South front door of the Court Heads in the City of Farmington, Esuaty of 8t. Francis, State of Histouri, aforcated, extens to take for cash, to the bighast bidder, at public suction, the said property and real estate hereing ter deportized, and of paid sale, hargares Hilford being the highest one took bidden for the real coects bereivative deposited, for the swa of bightons Thomand (618,000,00) Bollars, the own vac otruct off and hold to her at that price and own.

ENT. TRAPENCES, ESET ALL MASS BY THANK PREDENTS, That 1 H. B. oute, Smorth of St. Prancels County, Misself, the Trustee as alorsseld, in complete tion of the presides and of the sum of Mightees Theorems (3.8.000.00) Pollars, to me paid by the said Engages Millard of the City of Los Angelso, of the State of California, to BARDALL, SALL AMS COUNTY unto her, the said Engaret Wilford, the real setted in said been constructed as follows, together with improvements thereon, distante, lying and being in the County of St. Prancets, State of Misself; to-wit:

Trace Be. 1.

A part of Survey 80. 2108, originally confound to Alekiel Lotes, to-sit:

Beginning at the Borthmost corner of said Survey, running themes South 27 degrees Last
fifty-ess chaise to a post; themse Beat seven chains and fifty links to a crossed black
cal, these South three degrees last Twonty-nine chains and sixty links to a Auchoys troe,
these Oges to the Southmest corner of said Survey, those South to the place of beginning,
containing 184.88 sores.

Trace Ho. 2.

A pertion of the Hortheset quarter of the Hortheset quarter of fractional Scotics de in Terming of Horth of Bango 4 Bant, being all that part of said fractional Scotics lying on Horth side of Big Biver being the seem on which the dwelling house opening, compalates 4 bases, mare ar less.

Tren 30. 3.

All C'43.84 edge, edge of loss is Survey Bo. 2008 is Temphip 37 Horib Bango 4 Page Regionics 13 chairs and 6 liebs Edge of the Surveys of said Survey at a 6300 from which 6 Page 22 firs inches in discusse barra Scuth 68 Jegrada Bant 18 links, 6 Page 2 from Surveys at 18 Jegrad Bant 18 links, East 32 chains and 34 links to a storm, thorme Hurth 25 degrees heat 6 chains and 60 links to a storm from which a coder tree four inches in diameter bears forth 32 degrees had 4 chains to a storm from which a white Oak 20 inches in diameter bears Horth 32 degrees had 405 links, there worth 32 degrees had 405 links and 6 hickory tree 6 inches in diameter 5 hickory tops South 35 degrees had 300 links and 6 walms 10 inches in diameter 5 high 6 degrees had 30 links there were 400 links and 600 links there were 400 links and 600 links there are 600 links and 600 links there are 600 links and 600 links there 600 links are 600 links and 600 links are 600 links and 600 links are 600 lin

Trees Bo. 4.

All of that pration of Survey Do. 2109, in Yournell 37 Horth Hargon 4 and 8 hours, described as follows: Beginning at a point (Robert Woods Southwest course) 9.39 chain Scath 27 degrees has from the Horthwest corner of oats Survey Do. 21.8, running thereo Scath 27 degrees, Bast 43.75 chairs; thereo Horth St segrees has 11.10 chairs to the Scathwoot corner of the Samuel Cookesy tract; thence Horth 27 degrees West 42.10 chair to a atom; thereo South 81 degrees west 11.30 chairs to the beginning containing 47 acros a beros conveyed to Em. S. Johnson, and 3 acros conveyes to South Jerse, the abstacle herein conveyed being 42 acros, does or less.

Trace So. S.

Fort of Survey So. 2269, beginning at the Serthwest corner of the Robert Lemma trace and the Seuthwest corner of the Robert Cock trace (South 27 cogress designed to the Seuthwest corner of the Robert Cock trace (South 27 cogress designed to the St. Sentime from the South St. Serthwest corner of said Curvey) running themse South St. digress beat 3.16 chairs to have the to a cress on a large rock, those of the St. the dogress deat 3.16 chairs to Sette South line, those a stone, those Gouth St. dogress were the Sette Section to the beginning, containing a degree, descout these.

Trost Be. 6.

All that portion of Survey No. 2198, concribed as follows: to-ott: Bogisates at the point is the Seat bouncary line of the St. Joseph Local So., lind in Said Survey 6.80 chains South 37 degrees heat from a point in the Earth boundary line of Said Survey No. 2188, 18.85 chains South 82 degrees heat from the Southwest corner of Said Survey, said bogisating boing the Southwest corner of 8 8 agree tract formerly owned by J. H. Local, running theses Earth 37 degrees South 2.80 chains to a St. no., thence South 72 degrees Youth 4 chains to 8 stone, these South 32 degrees hast 3.80 chains to 8 ottone, these Surth 52 degrees hast 3.80 chains to 8 ottone, these Surth 52 degrees Local 3.80 chains to 8 ottone, these Surth 52 degrees Local 3.80 chains to 8 ottone, these

Tracs Do. 7.

All of that portion of Survey So. 3108, in Yourship 37 Dorth Barge & Sact, and deported as follows, to-vit: Beginning at the Southoust corner of the Bodert Vox tract in the Work line of the Sacuel Cockey tract, thence running South 81 degrees ovet 9 chains with said Vox 1 line to a store; thence South 27 degrees hast 4 chains to a store themse South 81 degrees hast 4 chains to a store in the line between Sacuel Cockey and Robert Lawson; these South 37 degrees Vox 4 chains with said line to the beginning, containing two corps.

Tract Sc. 8.

Part of Survey 3108, confirme to Aschiel Actos; beginning at a buckeye troc on the Scuthern boundary of noid Survey, running Borth 3 degrees 800% 39.60 chairs, theres North 66 degrees Bast 34.67 chains, to a Louist troc; thence Borth 11 degrees

Book 4 chairs to a store; thereo Berth 68 degrees kare to the Sestore boundary of sale Survey; thoses South 4 chains to a Sugar Haple; thoses Acute 88 cogress does on the line boscoon En. and Leaford Zetes tracts to the Eastern Bank of big Diver, these up said river on the Bact and South side to the Southern boundary of baid Survey, thence with said boundary wook to the beginning, emptaining 60 acres, nore or less.

Tract So. 9.

ANORDOF tark of said Survey So. 2188, bastaning at a Locuet troe on descern bank of Big Bivor on the line between the En. and Lectore Seates tracts; thence South 88 degraca west 22.25 chairs; theres worth 4 chairs; thoses worth 68 degrace dost 22.25 chaims to a score on Pest bank of Big Siver, theree South 11 degrees dook & chaims to the baginning, containing 8.91 acres.

The Total arount of land best by conveyed being 309.07 acres.

TO HAVE AND TO HOLD The same unto the said Eargaret Lilford, her heirs and assigm. Politica.

IS UNTERES UNKNESS. I, the cold H. B. Watte, Shaptiff of St. Francoic Schaety. Blooders, as frances as aforesais, have hereunte set by name on the fourth day of Bay, 1989.

(1.R.8taspe (918.00 (H. B. V. (8/ 4/ 28)

H. B. DAKED Smarlff of S. Francois Sounty, Micsouri.

State of Miccourt County of St. Fragcois:

Bo is Accompaged. That on this 4th day of Hay, a. D. 1625, before the uncereigned, a

Botary Public within and for the County of St. Prazzois, aforesaid, percently case H. D. Fatte, the in personally known to me to be the e me person those name is subscritted to the foregoing instrument of writing as a party thereto, and acknowledged the same to be his not and deed so Sheriff of St. Pronocia County, Riccourt, as Fruntee for the purpeaco trorcin mantioned.

ls The Sister where of, I have becounse one my bene and official soal at my office in Paraington, in said County, the day and year first (8081) Ly tope expired Bopt. 25, 1927. above pritten.

J. F. Cayco

PUBLISHER'S CER. 1 FICATE.

Publisher's Foe 584.10

County of St. Pressois.) State of Hissowsi.

1. Harry Bomman, Bueimson Managor of The Farmington Hove, a mesopaper published worly is beselvenen, is., selectly ever that the annowed notice was published for faw show shacesively in said with paper, as follown: April 10, 17, 24 cm key 1. 1660.

HORRY BODESIA

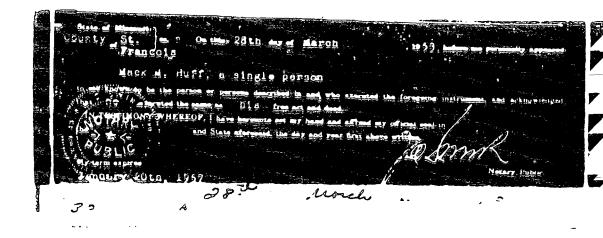
Embropised and avore to before to this 2rd day of Hay 1936.

(Recent)

4. . . .

J. P. Cargo

by com acoles dept. 28th, 1967.



of The result be and ...

THIS INDENTURE, Made on the Fourteenth day of October, A. D. One Thousand Mine Hundred and Fifty-two, by and between Clarices A. Harris and Irvin J. Harris, her husband, of the County of St. Louis, State of Missouri; William G. Milford and Eunice Milford, his wife, of Long Beach, Californis; Thomas F. Milford and Elizabeth G. Milford, his wife, of Lon Angeles, California; Florence L. Boehringer (Fermerly Milford) and Gurffalo, New York, fartise of the First Part, and Otto Ratley and Gertrude Ratley, his wife, of the Gaunty of St. Francois and State of Missouri, Parties of the Second Part:

WITHLESETH, that the said Barties of the First Part, is, consideration of the sum of Fifteen Thousand Dollars (315,000,00) to them paid by the said Parties of the Second Part, the reselect of which is hereby acknowledged, do by these breasnts, Frant, Bargain and Sell, Genvey and Confirm unto the said Parties of the Second Part, their heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the Lounty of St. Francois and State of Missouri, to-wit:

A part of Survey 2105 confirmed to Ezekiel Estes, to-wit: Seginning at the Northwest corner of said Survey, running thone South 27 degrees East 51 chains to a post; thence East 7.50 chains to a crooked-black cak; thence South 1 degrees East 29.60 chains to a buckeye tree; thence West to the Southwest corner of said Survey; thence North to place of beginning; containing 181.32 acres.

Also, a portion of the Northwest Quarter of the Northeast quarter of Fractional Section 30, Township 37 North, Range & Rast, being all that part of said Practional Section lying on North side of Big River, being same on Which dwelling house stands, containing & acres, more or less.

Also, all of 48.84 acres, more or less, in Survey 2105, beginning 11.05 chains East of the Northwest Cormer of said survey, at a stone from which a black coak 5 inches in diameter bears South 85 degrees East 18 links, a black coak 5 inches in diameter, South 31 degrees East 9 links, thence South 27 degrees, \$2.25 chains to a stone; thence North 86 degrees East 8.80 chains to a stone from which a cedar trae 4 inches in diameter bears North 56 degrees East 479 links; thence North 11 Degrees East 4 chains to a stone from which a white coak 20 inches in diameter bears North 32 degrees West 409 links; thence North 32 degrees West 409 links; thence North 32 degrees which a which a hickory tree 9 inches in diameter bears South 15 degrees West 308 links and a walnut 10 inches in diameter South 66 degrees East 34 links; thence North 83 degrees West 7.01 cheins to beginning. Less 5 acres off of the above treet heretofore sold to John Tong cut of the Northwest part of said tract, the part hereby conveyed containing 43.44 acres, more or less.

Also, all of that portion of Survey 2105, beginning at a point (Robert Books, Southwest Corner) 9.38 chains South 27 degrees Last from the Northwest corner of and Survey 2105; thence South 27 degrees East 41.75 chains; thence Borth 68 degrees East 11.10 chains to the Southwest corner of Samuel Gooksey tract; thence North 27 degrees West 42.10 chains; thence South 81 degrees West 11.20 chains to the beginning, containing 47 acres, less 3 acres conveyed to Wa. C. Johnson, and 2 acres conveyed to Sarah Jones, the amount herein conveyed being 42 acres, more or less.

Also, Part of Survey 2105, beginning at the Northwest corner of Robert Lawson tract and the Southwest corner of Robert Wood tract (South 27 degrees East 9.38 chains from the Northwest corner of said Survey); thence South 27 degrees East 5.80 chains to a cross on a large rock; thence North 81 degrees East 5.18 chains; thence Rorth 27 degrees West 5.80 chains to Robert Woods! South line; thence South 61 degrees west 5.18 chains with Robert Wood's line to the beginning, containing 3 acres, more or less.

Also, all that portion of Survey 2105, beginning at a point in the rest boundary line of St. Joseph Lead Company's land in said burvey, 6.50 chains South 27 degrees East from a noint in the North boundary line of said Survey 2105, 16.59 chains South 83 degrees East from the Northwest corner of said Survey, said beginning point being the Southeast corner of a 5 acre tract formerly owned by J. H. Tong; thence North 27 degrees west 2.50 chains; thence South 73 degrees west 4 shains; thence South 27 degrees Last 2.50 chains; thence North 73 degrees Last 4 shains; thence South 27 degrees Last 2.50 chains; thence North 73 degrees Last 4 chains to the beginning.

A.so, a postion of Survey 2105, heginning at the Southeast corner of Hohert Wood tract in West line of Samuel Rocksey tract; thence South 81 degrees West 5 chains with Words line; thence South 37 degrees East 4 chains; thence North VI degrees East 5 chains to a stake in line between Samuel legkacy and Robert Lawson; thence North 37 degrees lest 4 chains with said line to the beginning, containing 2 acres.

Also, part of Survey 2105, heginning at Buckeye tree on the Scuth Boundary line of said Survey; thence North 3 legrees West 29.60 chains; thence North 88 degrees Sast 34.67 chains; thence North 88 degrees Sast 34.67 chains; thence North 88 degrees East to the East boundary line of said Survey; thence with 4 chains to sugar maple; thence South 68 degrees West on line hetween William and Ledford Sates tracts to the East Mank of Big River; hence up said river on the fast and South side to the South Soundary of said Survey; thence with said noundary West to the beginning, containing 60 acres, more or isse.

Also, part of Survey 210, heginning at a locust tree on the seat bank of Big siver on the line between William and Ledford Estes tracts; thence South of degrees West 22.25 chains; thence North & degrees tracts to a stone on the West bank of Big siver; thence South 11 degrees west 4 chains to the beginning, containing 8.91 acres.

The total amount of land hereby conveyed by the above descriptions being 369.07 acres.

Ti MAVE AND TO HOLD the promises aforesaid with all and singular the rights, privileges, appurtanances and immunities thereto belonging or in anywise appertaining unto the said Parties of the Second Part and their heirs and sesigns, PCREVER, the said Farties of the First Part hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the presises merein conveyed; that they have good right to convey the same; and that the said premises are free and clear of any incumbrance one or suffered by them or those under whom they claim, and that they will WARRANT AND DEFEND the title to the said premises unto the said Parties of the Second Part, and unto their heirs and assigns, FOREVER, against the lawful claims and demands of all persons whomsoever.

IN VITUESS WHEREOF, the said Per-hereunto set their hands the day State of Missouri On this 2 day of Cotober, 1957, before me personally appeared Claries A. Harris and Irvin J. Herris, her husband, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act acknowledged that THE TREATMENT WHERE CP. I have hereuned one my hand and affixed and office in the Zerre, Riche day and year farst above written. My term expires / 28-1955. Nocary tublic State of California Sounty of Arm 17. 6 in this are day of part before me personally appeared william C. Wilferd and Eunice Milford, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. IN TESTINIAT WHERECH, here hereuges set my hand and a filted by office in X- and in the day and year first above written.

My certs expires: 17 1754

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PHIS INDUSTIONS MADE OF THE STATE OF A DO One Theoretic Sand Hydroletic and

of To RATLEY and SHTRUUB RATLEY, his wife,

the County !

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All of that portion of Survey 2105; beginning of from Bouthwest corner 9,38 chains Bouth 27 degrees East from Borthwest corner of Survey 2105; thence South 27 degrees East 1,75 chains thence the thence worth 27 degrees East 1,10 chains to Southwest corner of Same Cooker tract 1,20 chains to beginning, tomains thence South 81 degrees West? 1,20 chains to beginning, tomaining 7,7 cray; less) geres coneyed to Johnson and 2 acres conveyed to Sarah Jones, the amount herein conveyed being 1,2 acres more of less.

Part of Survey 2105, beginning at Morthwest corner of Robert Lawcorntra from Northwest corner of Robert Wood tract (South 27 degrees East 9,18 chain chains to a cross on a large rock; thence South 27 degrees East 5,801 thence North 81 degrees Fast 5,801 thence North 81 degrees Fast 5,801 thence North 81 degrees Fast 5,18 chains thence North 81 degrees Fast 5,18 chains thence North 81 degrees Fast 5,18 chains thence the first and the second of the sec

All that portion of Survey 2105, beginning at point in the Vest boundary line of St. Joseph Leed Company's land in said Survey, 6.50 chains South 27 degrees East from a point in Morthsboundary-line of said Survey 2105, 18.59 chains South 63 degrees East from the Northwest comer of said Survey, said beginning being the see Southeast commer of a 5 seed tract formerly owned by it Tong thense worth 22 degrees west 2.50 chains; thense South 22 degrees East 2.50 chains; thense South 22 degrees East 2.50 chains; thense South 22 degrees East 3.50 chains; thense South 22 degrees East 3.50 chains; thense South 22 degrees East 3.50 chains; thense South 23 degrees East 4 chains; thense South 23 degrees East 4 chains; thense South 25 degrees East 5 degrees East 5 degrees East 6 chains; thense South 25 degrees East 6 chains; thense South 25 degrees East 6 chains; thense 5 degrees East 6 chains; thense 6 degrees East 6 chains; the first 6 degrees 6 chains; the first 6 degrees 6 chains 6 degre

A Cortian of Lurvey 2005, beginning at Courtseast comment of Livery Wood in the state of Survey 2005, beginning at Courtseast comment of Livery Wood in the bits have the state of the same the state of the same the state of the same the s

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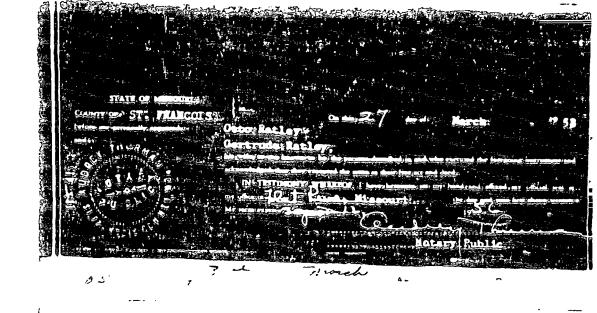
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Cuto its: Low it: notes price lines or a mile later in fee in the premises become item, that they are the same infer a fee in the premises become item, that they are the same infer a feel, and that the and premises are tree and clearly only in the later of a finite and premises into the and paint, they down, and that they will WARRANTE with the later of a finite said premises into the said paint. It is bedond that and united the said in and assigns, to a later of a graph, the later of damping of all persons whomever

15 WITNESS WHEREOF, The Said parties of the first Part have thereunto set the 1-hands the

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FHIS INDENTURE Made on the A D One Thousand Nine Hundred and

Fifty-three.

by and between

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CTTO RATLEY and SERTHUE RALEY, his wife, as to an undivided one-hal

MANGLU U. MARES and CLADY: A. CARRE, his wife, we to an undivided one-

included the property of the East Park in Consideration of the sent of William Consideration of the sent of the

ME ULLIAR (\$1.00) AND UTHER VALUABLE CONSTORRETIONS ----- INHLARS

here paul by the and parties of the second Part, the receipt of which is hereby who welded it en - to those presents Circuit, Bergain and Sell, Convey and Confirm unto the said part 100 - of the

being and many described Long Trace or Parcels of Land

There is a and some of the formation of St. Prancola and Some of Missouri again

At part of Survey 2105 confirmed to Eachtel Bates, to-wit: Beginning.

A position of the Mosthweet quarter of the Northeast quarter of fractional Section 36, Township 37 North Range & East, being all that part of said Fractional Section lying on North side of Big River, being same on which dwelling house stands, containing & acres nor or less.

All of 48.84 screenmore or less in Survey 2105, beginning 11.05 chains cast of Northwest corner of said Survey, at a stone from which a black oak 5 inches in diameter bears South 85 degrees East 18 links, a black. South 2 inches in diameter South 31 degrees East 9 links; thence South 27 chains to stone; thence North 88 degrees East 18.24 chains to stone; thence North 88 degrees East 18.25 chains to seder tree 1 inches in diameter bears North 2 degrees to the 12 degrees East 18.25 chains to a stone from which a white oak 20 inches in diameter bears North 12 degrees to the 14 degrees to the 15 degrees to the 16 degrees

A. Of that partion of Survey 2105, beginning at 20int (Rorest evels, 30 takest corner) .38 shains south 27 degrees East (3.75 chains; hence of said buryey 3105; thence South 27 degrees East (3.75 chains; hence North 88 degrees East 11.10 chains to Southwest corner of Samiel Cookeey tract; thence North 87 degrees west 12.10 chains; thence South 81 degrees heat 11.20 chains to beginning, containing 17 acres, less 3 hores enveyed to m. J. Jones and 2 acres conveyed to Serah Jones, the amount hemin through the same of less.

Part of Jurvey 2104, beginning at Northwest corner of Robert Lawson tract and Jouthwest Corner of Robert Wood tract (South 27 degrees fast 1,38 chains from forthwest corner of said Survey); thence South 27 degrees fast fint 1,80 chains to a cross on a large rock; thence North 1 degrees fast 1,18 chains to Robert Woods Juth Kine; thence South 81 degrees west 1,18 chains with Robert Woods Line to beginning, containing 3 acres more or less.

all that perilon of Juryey 2105, beginning at moint in the West houndary line of St. Joseph Lead Company's land in said Survey, 6.50 chains South 27 degrees East from a point in North boundary line of said Survey 2105, 18.59 chains South 83 degrees East from the Northwest corner of said Survey, said beginning being the Southeast corner of a 5 acre tract formerly owned by J. A. Tong: thence North 27 degrees West 2.50 chains; thence South 23 degrees West 2.50 chains; thence South 23 degrees West 4 chains; thence South 27 degrees Fast 2.50 chains; thence South 73 degrees East 2.50 chains; thence South 27 degrees Fast 2.50 chains; thence South 73 degrees West 4 chains; the beginning, containing 1 nore.

A portion of Survey 2105, beginning at Southeast corner of Robert acod tract in Nest line of Samuel Gooksey tract; thence South 81 degrees west 5 chains with Woode line; thence South 27 degrees East 4 chains; thence North 81 degrees East 5 chains to stake in line between Samuel Cooksey and Robert Lawson; thence North 27 degrees West 4 chains with said line to beginning, containing, 2-acres.

Fart of Survey 2105, beginning at Buckeye tree on South boundary line of sald Survey; thence North 3 degrees West 29.60 chains; thence North 88 degrees East 4 chains; thence South North 88 degrees Heat on line between Wm. 4 chains to sugar maple; thence South 88 degrees Heat on line between Wm. 4 and Ladford Sates tracts to East bank of Big River; thence up said river 2n East and South siderof South boundary of and Survey; thence with said boundary West to beginning; containing, 80 acres more or less.

Part of Survey 2105, beginning at a locust tree on "est bank of Big fiver on line hetesen Wm. and Ledford Estes tracts; thence South as derroes west 22.25 chains; thence North & chains; thence North 88 degrees East 22.25 chains to a stone on heat bank of Big River; thence South II degrees west 4 chains to beginning, containing 8.91 acres.

The amount of land hereby conveyed being 160.07 acres.

It is intended that Otto Ratley and Certrade Ratley, his wife, shall become the owners of an undivided one-half (1/2) interest in this real estate as tenants by the entirety and it is also intended that Harold C.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges apparent ances and immunities thereto belonging or in anyware appertaining some the said part 1 as of the Second Part. bein and assigns FOR EVER, the said Lola Ratley reset; returning that and to me lawfully seried of an intelegable barge in free in the premise free! han good right to course the same, and that the said premises are free and lest all any magnifignieg mein it butleted by her or their mider when she rlaim, and that she will WARRANT AND DEPEND the title to the said premiers with the said parties of the School Part, and here and assigns LOREVER, against the lawful claims and demands of all oragin ा विवस्ताता 18 William William The seal per y that probable fit-ide and tout ton ale is wenten

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the life and to a very at the grante of translate fill the ball port and sente GENERAL WARRANTY DEED THIS INDENTURE Mile on the 19th day of A. D. One Thousant S no Hundred and Willy Eager by and between and the latter and plasto at landon towarder. the Country of St. Fette. . 1 y and State of Missunt!, of the First Part, and DOUTTISH RIVE POUNDATION OF ST. LOUID, INC.,

Part its purpose and value a considerations

Far, the largest of which a large channeled do for the following and state in the County of St. Francois and Sarred. Massouri considerations the following and state in the County of St. Francois and Sarred. Massouri constitution the County of St. Francois and Sarred. Massouri constitution and state in the County of St. Francois and Sarred. Massouri constitution and state of livering.

A part of Survey /2105 confirmed to Exektel Estee, to-wit: Beginning at chains to a Post; thence Este 7.50 chains to a crooked black cast thence chains to a Post; thence Este 7.50 chains to a crooked black cast thence set corner of seid Survey; thence North to place of beginning.

A portion of the Northwest quarter of the Northeast quarter of fractions. Section: 36, Township 17 North. Hange 4 East, Delins 21 that pact of seld questions as containing a serie; more or less:

A portion of the Northwest quarter of the Northeast quarter of fractions. Section: 36, Township 17 North. Hange 4 East, Delins 21 that pact of seld questions as containing a serie; more or less:

All of 48, 48 agree, more or less: in Survey 210°, beginning 11.0° chains of inches in diameter bears South 30 survey; at a Massouri (sym which a black cast inches in diameter boars south 30 survey; at a Massouri (sym which a black cast Sant 52.8° chains to stone from which a degrees East 5 links; thence South 21 series as tone from which a ucday tree i inches in diameter bears. North 3 degrees East 4 chains in abone (for existing them ask 10 incress in diameter bears. North 3 degrees East 4 chains in abone (for existing themse North 1 degrees East 4 chains in those of seld inches in the seld of the seld of

Add of that forth a finitely 2100- basinging at points (Rotant Actis Rediction of the finite South 27 degrees Reat from Michigan to the finite South 27 degrees Reat from Michigan to the finite South 27 degrees Reat from Michigan to the finite South 27 degrees Reat from Michigan to the finite South 27 degrees Reat from Michigan Cockes; the finite South Cockes; the finit

Page of during the controlling at Neutraunt terrary to the file act. The and Southeant toerner the controlling trait (Scutiment toerner) the controlling from the provest toerner of said Survey), where the file forms the file forms toerner to said Survey), where the file forms toerner t

All that portion of Survey 2105, teginning at active to the master whom line of St. Jeseph Lead Company's land in sa master. It is a master who is a company's land in sa master. It is a survey of degrees hast from a point in North boundary line it satisfies the south 15 50 chains to both if degrees hast from the North the transfer when beginning being the Southeast corner of a fair that it comes. When by J. H. Tenz, thence North 37 degrees hast line themse it degrees west a chains; thence South 27 degrees hast it is the line to beginning. John 18 degrees hast it chains to beginning.

In the common of the common and the common of the common o

Sales Sales

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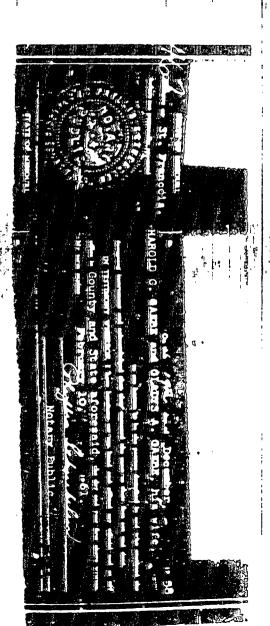
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John Steller

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State of Vacatanton,

Committy of Limselm.) On this 29th day of January 1913 before me a mentally entering Clarence L. Morvine, the husband of this Norvine, to me annum to be the pareon for the time who exemited the foregoing instrument, and accommission that no exemited the same at the cost and deed.

IN TESTIMONY WHEREOF, I have normine sor my hand and affixed we office the transition of the season of the season with the season of the seaso

W. A. Wilson lotary Poblic for Westington

(SEAL)

residing at Covenport Vasa.

Filed for Record this 13th day of Feb. 1913 at 4:1) o'clock F.M.

d. J. Raves Formater

William J. Wilford (Deceased)

Copy of Mill.

Bo, Fillian 3. Hilford and Hargarot Hilford and wife, of it. Louis. Alserti, Leine in anial and didposing mind and managery do make and publish this instrument as and for the last will the topomorphism.

les. We will diroct that our just dores and furnral expenses to pett.

34. All the rest and residue of our property of all kinds, unercover situated. At the give, bequests, and devise absolutely to the survivor of us.

48h. We appoint the survivor of 10 as the executor of Tir outdoor stintit tond. Filenes our hands this July 10th 1912.

Wa. J. M119584

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Testament; We ember 1 become thereto as without 12 the presence and as the recent of the said testament and afternation of an and all poster and all poster

Henry C. Bogier

William A. Mistiam

Sorn to and subscribed before me, this 3rd day of Jamies a.D. 1913

George Brown Clork

By H. Denmorborg

D. C.

City of St. Lauis.) Bo it remembered, That on this 3rd day of Jamiary A. D. 1913 is being one of the days of the December Term of the Probate Court of the City of St. Louis, for the year 1912 an instrument in writing, purporting to be the last will and Tostement of william 6.
Hilford decembed, is produced in and embilited to said Court, upon examination whereof, and of the

testimony of honey C. Bogby and William A. Mustian, two of the subscribing witnesses thereto, it is considered by the Court that said instrument in writing is fully proved to be the last will and Testament of cold William C. Milford descaped.

WITHESS, George Brand, Clork of said Court, and the seal thereof. at efficen this 3rd day of January 1915.

(SEAL)

George Hroem Clork

State of Missouri,)

S'ate of Missmiri.

City of St. Louis.) I, George drama, Clerk of the Probate Cours within and for the City of St. Louis aforesaid, to hereby corresty the foregoing to be a true draw complete copy of the last will and Testament of William 6. Hilford deceased, and of the probate thereof, as fully as the came remains on file and appears of resord in my office.

IN WITNESS THEREOF, I herete cet my hand and affix the scal of said Court, at office, in St. Louis, this 20th day of January 1913.

'(SEAL)'

Georgo Brand Clork.

Filed for Roserd this 15th day of Pob. 1913 at 8:46 e'clock A.M.

W. C. Egyob Roberder.

Miliam 7. Smith

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FATE FEED, Ends and sectored leds this flow day of december, 1912 by and exercise filling for section, and section for the country of the section of the sity of accountry of figures and finds of terminals.

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SPECIAL WARRANTY DEED

THIS DEED, made and entered into this 12th day of

August , 1982, by and between ST. JOE MINERALS CORPORA
TION (formerly St. Joseph Lead Company), a corporation organized under the laws of the State of New York, party of the first part, and COUNTY OF ST. FRANCOIS, a political subdivision of the State of Misseuri (mailing address Courthouse, Farmington, Missouri, 63640, party of the second part;

WITNESSETA, that the said party of the first part, by these presents GIVE, CRANT, CONVEY & CONFIRM unto the said party of the second part, its successors and assigns, the SURFACE RIGHTS ONLY in and to the following described real estate situated in the County of St. Francois, State of Missouri, to-wit:

A tract of land embracing part of U.S. Survey 3176, and part of U.S. Survey 870, all ir Township 37 North, Range & East, being more particularly described as follows: Beginning at an iron pin located 352.39 feet east of and 2136.36 feet north of the northeast corner of the Northwast Fractional Quarter of Fractional Section 1. Township 36 Earth, Range & East, said from pin also being at the martheast corner of a 91.2 acre tract of land conveyed by St. Joseph Load Company to Clarence E. Kennon and Clara M. Remon, his wife, and Dewey F. Kennon and Laura H. Kennon, bis wife, by Special Garranty Deed dated the 28th day of August, 1963, thence S. 75°114' W., along the north line of said 91.2 acre tract, also being the south edge of an abandoned railroad fill, a distance of 1449.05 feet to the northwest corner thereof in the center of Oul Creek; thence along the center of Oul Creek as follows: N. 4°434' E. 178.50 feet, N. 13°094' E. 362.44 feet, N. 18°564' E. 350.00 feet and N. 27°244' E. 539.21 feet to the center of Big River. Thence slong center of Big River as follows: N. 67°46° E. 314.55 feet, along arc of curve to left which has a chord bearing R. 43°314' E. 183.79 feet, and N. 13°18' E. 229.62 feet to a southwester17 corner of a 503.82 acre tract of land conveyed by St. Joe Minerals Corporation to Commany of St. Francois by Special Marranty Proceeds to 26th Acres of June 1972, thence close bounds Deced deted the 26th day of June, 1972; thence along boundary of said 503.82 acre tract as follows: S. 85°234' E. 424.20 feet, S. 1°044' U. 1043.35 feet, and S. 45°074' E. 385.60 feet to an iron pin at the southwest corner thereof; thence departing said boundary of 503.82 acre tract S. 25°374' L. 39.97 feet to an iron pin on the north line of a 4.67 acre tract of land coaveyed by St. Joe Minerals Corporation to Joseph E. McMallin by Special Warranty Deed dated the 9th day of July, 1982; thence S. 66°304' W., along the north line of said 4.67 acre tract, a distance of 170.83 feet to an iron pin at the northwest corner thereof; thence N. 83°04° W. 66.26 feet to the point of beginning, and cun-taining 37.37 acres, more or less. (A plat of the property described berein is accaebed hereto.)

The above described property is to be used for public recrestion purposes only.

The above described property is conveyed subject to the following:

It is hereby expressly agreed and understood that the grantor herein, its successors and assigns, retains for its own use and benefit all the ores, minerals and valuable deposits found or deposited beneath the surface of the hereby conveyed premises, with the full, free and unrestricted right and privilege at any time hereafter to mine and remove said ores, minerals and other valuable deposits therefrom, including the right to prospect therefor, and to sink shafts and to use so much of the surface of the hereby conveyed premises as may be necessary or convenient in mining operations, either for the purpose of connecting by road or railway any such shaft with other shafts or with the mills or other concentrating works of grantor, and the further right of doing, in a proper manner, any act upon the surface of the hereby conveyed premises which said grantor may deem necessary or desirable to fully enjoy its mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the hereby conveyed premises or to any permitted building or structure thereon, in the carrying out of any or all of the purposes and rights reserved, the said grantor shall pay the grantee a reasonable amount, to be agreed upon for such damages; and in the event they fail to agree, then the damages so sustained shall be determined by three appraisers, one appointed by each of the parties interested and the third by the two so selected, and the decision of such appraisers as to such damages shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the said two parties.

TO HAVE AND TO HOLD, the surface of the premises aforesaid, together with all rights and appurtenances to the same belonging unto the said party of the second part, its successors and assigns forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said part y of the second part, its successors and assigns against the lawful claims of all persons

whomsoever, excepting the terms, conditions, restrictions, coverages and reservations above set forth and those referred to and of record.

IN WITHESS WHEREOF, the said party of the first part has comed these presents to be signed by its Executive Vice President and attended by its Assistant Secretary and its corporate seal to be hereto affixed the day and year first above written.

ST. JOE MISERALS CORPORATION.

Executive Vice President

Artest:

John L. Mitch Assistant Secretary

JOHN A. ANIGHT ... NO me personally known, who being dely sworn, did say that he is the Executive Vice President of the St. A e Minerals Corporation, a corporation of the State of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and scaled in hehalf of said corporation by authority of its hoard of Directors, and said John A. Wright acknowledged said instrument to be accorded to the free act and deed of said corporation.

IN WITHESS UMERROF, I have become each of hand and affired by notarial seal at Claycon, Missouri

the day and year first above witten.

MARY E. COUNTREY

WOTAN PURIC. STATE OF WARDEN

EN COUNTS SO DEFEND LEFTLER

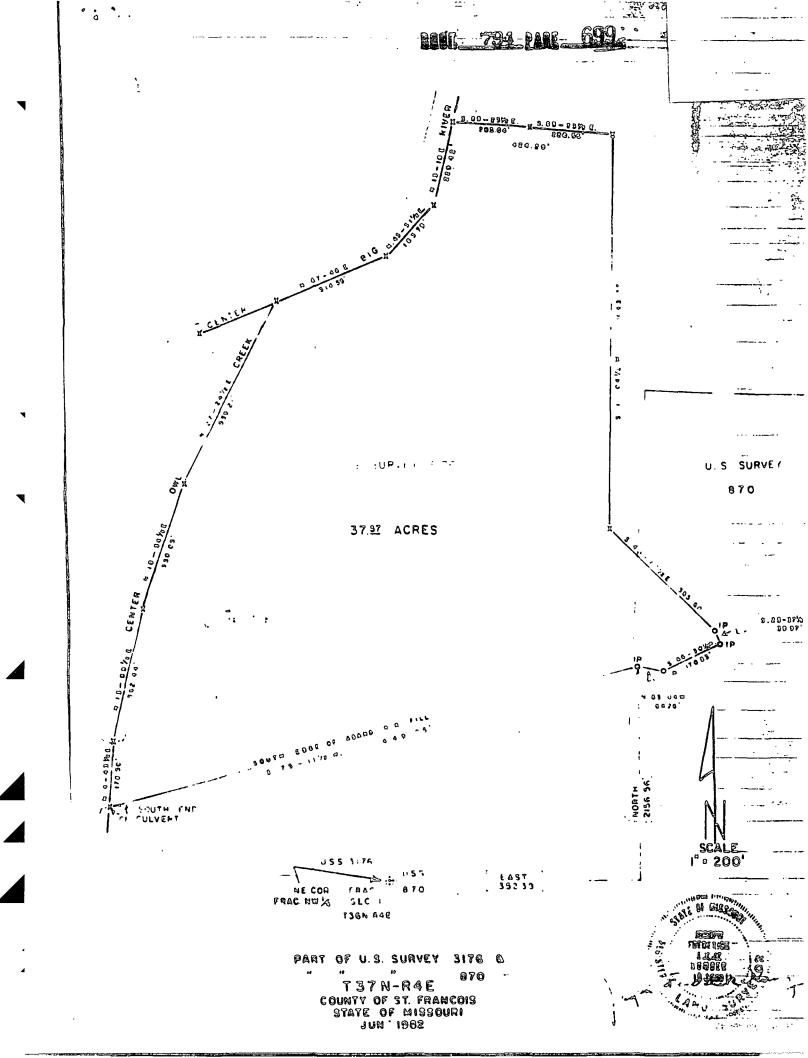
'S' . JUNE COUNTREY

10 COUNTREY

- 1. An execuent or right-of-way granted by St. Joseph Lead Company to Mississippi River Fuel Corporation by instrument dated the 12th day of January, 1931, and recorded in Book 165, at Page 565, as modified by instrument dated the 19th day of January, 1981, and recorded in Book 778, at Page 488, in the Recorder's Office of St. Francois County, Missouri.
- 2. A road easoment or right-of-way granted by St. Joe Minerals Corporation to County of St. Francois, State of Hissouri, by instrument dated the 17th day of July, 1973, recorded in Book 584, at Page 522, in the Recorder's Office of St. Francois County, Missouri.
- 3. An easement or right-of-way for electric power lines granted by St. Joe Minerals Corporation to Union Electric Company of Missouri by instrument dated the 22nd day of August, 1980.
- 4. Other essements of record or otherwise, if any.

5. A lease dated the 19th day of October, 1981, by and between St. Joe Minerals Corporation, "Lessor," and James D. Allen and Alberta Allen, "Lessees."

Grantor reserve unto itself, its successors and assigns, an easement for a road as now located on, over and across above described property, said road easement beginning near the southeast corner of said property and terminating at the low water bridge across Big River on the northern bounday of said property.



800K_794_PAG_700

MAIO III MIRAMEI County of St. Francia)

I hereby certify that this instrument was FILED FIDE RECORD of the date and time shown have and is recorded in Block

m. C. Rennon Headise of De

406 31 1982

MC. KENNON

DEED OF CORRECTION

THE INDENTURE, made on the <u>Soth</u> day of <u>Springer</u>, 1977, by and between ST. JOE MINERALS CORPORATION (formerly St. Joseph Lead Company), a corporation organized under the laws of the State of New York, party of the first part, and HARRY RANSOM, JR. and MONA I. RANSOM, his wife, as tenants by the entirety (mailing address 414 Elm Street, Desloge, Misseath, 63601), parties of the second part;

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Cas and No/100 Dollar (\$1.00) to it paid by the parties of the second part, the receipt of which is hereby acknowledged, does by these presents Remise. Release and Forever Quit-Claim unto the parties of the second part, as temants by the entirety, the SURFACE RIGHTS ONLY in and to the following described real estate situate in the County of St. Francois and State of Missouri, towit:

A tract of land containing 1.51 acres, more or less, in Fractional Section 36, Township 37 North, Range 4 East, 19.29 acres, more or less, in Fracticali Section 31, Township 37 North, Range 5 East, 0.50 of an acre, more or less, in the southeast corner of U.S. Survey 2105. Township 37 North, Razge 5 East, 9.95 acres, more or less, in Lot 11 of U.S. Survey 3092, Township 37 North, Range 5 Enst, and 23.39 acres, more or less, in U.S. Survey 3176. Township 37 North, Ranges 4 and 5 East, the entire tract being more particularly described as follows: Commencing at a -ail at the northeast corner of U. S. Survey 670, Township 37 North, Range 5 East; thence N. 82° 17)' W., along the north line of said U. S. Survey 870, a distance of 282. 20 feet to un iron rod at the point of intersection with the west line of a 26.0-foot alley lying west of and adjoining Lot 3 in Block 3-1. Town of Leadville: thence N. 7° 421' E., along said west line of said 26.0-fest alley, a distance of 9.51 fert to an iron rod at the point of interpreties with the north line of Washington Street (now known as Oak Street). Town of Desloge, said from red being the point of beginming for the trust horsin described; themse N. 81°50' W., along said morth line of said Washington Street, a distance of 218.00 feet to an irea red; thence N. 53° 521' W. 561. 25 feet to an irea red; thence N. 31° 58' E. 205.01 foot to ex irox rod; thouse N. 10° 19' E. 144.17 feet to an iron rod; thouse N. 83° 46' W. 138.50 feet to an iron rod; thence N. 3° 414' E. 1267. 14 foot to an iron rod: thence S. 67° 57' W. 260. 65 fect to an irea red; themes N. 0°094' E. 211.72 feet to an irea red; thence N. 75° 374' E. 355.04 feet to a 3-lach angle from thence N. 50° 51' E. 267. 36 feet to an iron rad; thence N. 64° 564' E. 310. 06 feet to ng irea fed; theneo N. 86° 294° E. 463.95 feet to an irea fod on the east like of U.S. Survey 2105, Township 37 North, Reagn 5 East; thereo S. 9° 97' W., along said east line of said U. S. Survey 2105. a

distance of 102.22 feet to a stone at the southeast corner of said U.S. Survey 2105; thence S. 79° 454' E. 396.17 feet to an iron rod on the western right-of-way line of the Micacuri-Dlinoic Railroad Company: theace along said western right-of-way line of said Missouri-Illinois Railroad Company as follows: S. 32°58' W. 393.69 feet to an iron rod. thence along the arc of a curve to the left, which has chord bearing S. 30° 56' W. 191.66 feet, to an iron rod, thence along the arc of a curve to the left, which has a chord bearing S. 25° 02\$' W. 348.03 feet, to an iron rod, thence along the arc of a curve to the left, which has a chord bearing S. 18° 21' W. 352.58 feet, to an iron rod, thence along the arc of a curve to the left, which has a chord bearing S. 11° 45' W. 311.02 feet, to an iron rod, thence along the arc of a curve to the left, which has a chord bearing S. 5° 49 4' W. 281.12 feet, to an iron rod, thence along the arc of a curve to the left, which has a chord bearing S. 0° 23' W. 279.00 feet, to an iron rod, and thence along the arc of a curve to the left, which has a chord bearing S. 5°06\frac{1}{2}' E. 285.68 feet, to an iron rod at the point of intersection of said western right-of-way line with the north line of a 30-foot alley lying north of and adjoining Lots 2 and 3 in Block 3-1, Town of Leadville: thence departing said railroad right-of-way line N. 82° 17 1 W., along said north line of said 30foot alley, a distance of 179.20 feet to an iron rod at the point of intersection with the west line of a 26-foot alley lying west of and adjoining said Lot 3 in said Block 3-1; and thence S. 7° $42\frac{1}{2}$ ' W., along said west line of said 26-foot alley, a distance of 170.49 feet to the point of beginning and containing 54.64 acres, more or less. (A plat of the property described herein is attached hereto.)

(Note: The above mentioned Lots 2 and 3 in Block 3-1, the 26-foot alley lying west of and adjoining Lot 3 in Block 3-1, and the 30-foot alley lying north of and adjoining Lots 2 and 3 in Block 3-1, are all shown on a plat of the Town of Leadville, said plat being recorded in Plat Book 5, at Page 35, in the Recorder's Office of St. Francois County, Missouri. Also, the above mentioned Washington Street, Town of Desloge, is shown on a plat of the Town of Desloge recorded in Plat Book 6, at Page 26, in the Recorder's Office of St. Francois County, Missouri.)

It is hereby expressly agreed and understood that a perpetual easement is reserved unto the City of Desloge to keep, retain, maintain, make connections to, repair, and replace a public sewer main and appurtenances thereto, over, under and across the above described land at the place where sewer is now located with the right of ingress and egress thereto.

This Deed is made for the sole purpose of correcting the description of a tract of land conveyed by St. Joseph Lead Company (now St. Joe Minerals Corporation) to Arthur T. Morris and Sandra Morris, his wife. by Special Warranty Deed dated the 26th and September, 1963, and recorded in Book 425, at Page 451, in the Recorder's Wilce of St. Francois County, Missouri, said tract of land having been acquired by Harry Rassom, Jr. and Mona I. Ransom, his wife, from said Arthur T. Morris and Sandra Morris, his wife, by General Warranty Deed dated the lot day of December, 1965, and recorded in Book 452, at Page 153, in the Recorder's Office of St. Francois County, Missouri, and for no other purposes whatsoever.

It is hereby expressly agreed and understood that the grantor herein. Its successors and assigns, retains for its own use and benefit all the ores, minerals

and valuable deposits found or deposited beneath the surface of the hereby coaveyed premises, with the full, free and unrestricted right and privilege at any time hereafter to mine and remove said ores, minerals and other valuable deposits therefrom, including the right to prospect therefor, and to sink shaks and to use so much of the surface of the hereby conveyed premises as may be necessary or convenient in mining operations, either for the purpose of connecting by road or railway any such shaft with other shafts or with the nulls or other concentrating works of grantor, and the further right of doing, in a proper manner, any act upon the surface of the hereby conveyed premises which said grantor may deem necessary or desirable to fully enjoy its mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the hereby conveyed premises or to any permitted building or structure thereon, in the carrying out of any or all the purposes and rights reserved, the said grantor shall pay the grantees a reasonable amount, to be agreed upon for such dameages; and in the event they fail to agree, then the damages so suctained shall be determined by three appraisers, one appointed by each of the parties interested and the third by the two so selected, and the decision of such appraisers as to such demaage shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the said two parties.

TO HAVE AND TO HOLD the surface of the premises aforesaid, together with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said parties of the second part, as tenants by the entirety, so that neither the said party of the first part, nor its successors, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, except as to the rights and interests herein expressly retained, excepted and reserved by the party of the first part, but it and every one of them shall, by these presents, be excluded and forever barred, except as to the rights and interests herein expressly retained, excepted and reserved by the party of the first part.

1002 677 PAGE 236

IN WITHIRD WHERMON. The seld party of the three part has caused these presents to be signed by the Vice President and its corporate soul attented by its Secretary to be hereto affixed, the day and year first above written.

ST. JOE MINERALS CORPORATION.

John A. Wiright Vice President

Assess

Land Charles E. Bornett
Secretary

State of Missouri.)	
)	SS
COUNTY OF ST. LOWS.)	

On this 3074 day of Lintender. 1977, before me appeared Lintender. to me personally known, who being duly sworm, did say that he is the Vice President of the St. Jee Minerals Corporation, a corporation of the State of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authorization of its Beard of Trustees, and said Limin A. Whigh L. acknowledged said instrument to be the free act and deed of said corporation.

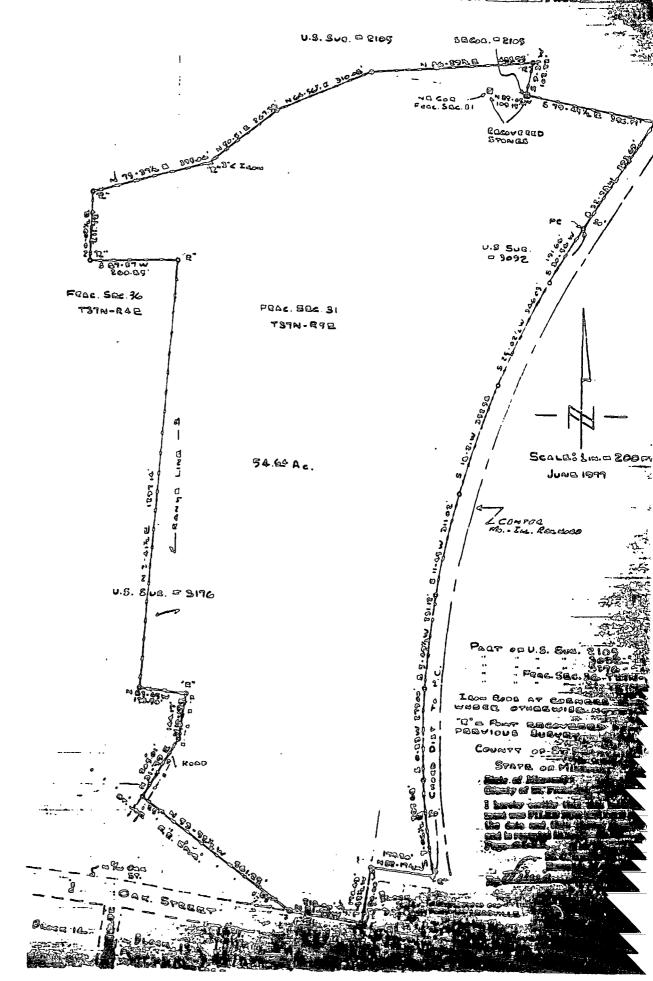
IN WITHER WHEREOF, I have hereunce set my hand and affixed my notarial soul at <u>Classics</u>, the day and year last above written.

Belon B. Ahleromeyer Nylary Public

lig torra explica by Cambrid Ession D4: 28, 1971

us could

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8890 1108: 681 PAGE 382

SPECIAL WARRANTY DEED

WITNESSETE, that the said party of the first part, for and in consideration of Thirty-Eight Thomand, Four Hundred Forty and No/100 Dollars (\$38,440,00) to it paid by the said parties of the second part, the receipt of which is hereby considered, does by these presents GRANT, BARGAIN AND SELL. CONVEY AND CONFIRM was the said parties of the second part, their heirs and assigns.

The SURFACE RIGHTS ONLY in and to the following described real estate, situate the Company of St. Francois, State of Micsouri, to-wit:

A tract of land embracing part of Fractional Section 36, Township 37 North, Rango 4 East, and part of Fractional Section 31. Township 37 Mesting Rango 6 East, and part of U. S. Survey 3176. Township 37 **igatia. Reag**es 4 and 5 East, being more particularly described as follaws: Beginning at an iron red located 1156. 61 feet west of and 170. 87 fest marth of a rad at the northeast corner of U. S. Survey 870, Town silp 37 Kerth. Range 5 East, said iron red also being on the north line of Washington Stroot (now known as Oak Street). Town of Decloge, at the continuent cornor of a 0.469 of an acre tract of land conveyed by St. Jos Minorale Corporation to the City of Decloge by Special Warranty Deed dated the 22nd day of January, 1973: thence N. 81° 59' W., along maid marth line of said Washington Street. a distance of 716.60 feet to en from red: themes departing from said north line of said Washington Street M. 5º 13' E. 505.01 feet to a steel feace post, said steel feace past being at an easterly corner of a 37, 22 acre tract of land described is Dood of Corroction from St. Jos Minerals Corporation to James D. Alles, daing business as James D. Alles Materials, dated the 30th day of Replember. 1977: thence along boundary of said 37.22 acre tract as fallows: N. 5°01' E. 355.66 feet to a stool fears post, and N. 14° 56' W. 253. 40 feet to en tren red at the most porthwordly corner thereof: theres departing from said 37.22 acre tract S. 89° 33' E. 864.12 feet to an iron rod on the westerly boundary line of a 54.64 acre tract of less described in Deed of Correction from St. Jos Minerals Corporation to Marry Random. Ir. and Mona I. Random, his wife, dated the 222 day of 25ptamber, 1977; thence along boundary of said 54. 64 acre tract as fellows: N. 87° 57° E. 260. 85 feet to an iron rod, S. 3° 41 ! W. 1257. 14 foot to me troe rod. S. 83° 45' E. 138. 50 feet to em troe rod. 2. 10° 19° W. 144. 17 foot to an iron rod, and S. 31° 59° W. 205. 01 feet

to an iron red; thence departing from boundary of said 54.64 acre tract S. 52° 45½' W. 90.71 feet to an iron rod at the northeast corner of the above mentioned 0.459 of an acre tract of land conveyed by St. Joe Minerals Corporation to the City of Desloge; thence along boundary of said 0.459 of an acre tract as follows: N. 81° 59' W. 100.00 feet to an iron rod at the northwest corner thereof, and S. 8°01' W. 200.00 feet to the point of beginning and containing 38.44 acres, more or less. (A plat of the property described herein is attached hereto.)

(Note: The above mentioned Washington Street, (now known as Oak Street) Town of Desloge, is shown on a plat of the Town of Desloge recorded in Plat Book 6, at Page 20, in the Recorder's Office of St. Francois County, Missouri.)

It is hereby expressly agreed and understood that the grantor herein, its successors and assigns, retains for its own use and benefit all the ores, minerals and valuable deposits found or deposited beneath the surface of the hereby conveyed premises, with the full, free and unrestricted right and privilege at any time hereafter to mine and remove said ores, minerals and other valuable deposits therefrom, including the right to prospect therefor, and to sink shafts and to use so much of the surface of the hereby conveyed premises as may be necessary or convenient in mining operations, either for the purpose of connecting by road or railway any such shaft with other shafts or with the mills or other concentrating works of grantor, and the further right of doing, in a proper manner, any act upon the surface of the hereby conveyed premises which said grantor may deem necessary or desirable to fully enjoy its mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be dong to the surface of the hereby conveyed premises or to any permitted building or atructure thereon, in the carrying out of any or all of the purposes and rights reserved, the said grantor shall pay the grantees a reasonable amount, to be agreed upon for such damages; and in the event they fail to agree, then the damager so sustained chall be determined by three appraisers, one appointed by each of the parties interested and the third by the two so selected, and the decigion of such appraisors as to such damages shall be (izal and binding upon the parties, the empease of such appraisal to be borne equally by the said two parties.

TO HAVE AND TO HOLD, the surface of the premises elected, together with all rights and appurtenences to the same belonging unto the said parties of the second part, their heirs and assigns, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to these referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said promises unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set forth and those referred to and of record.

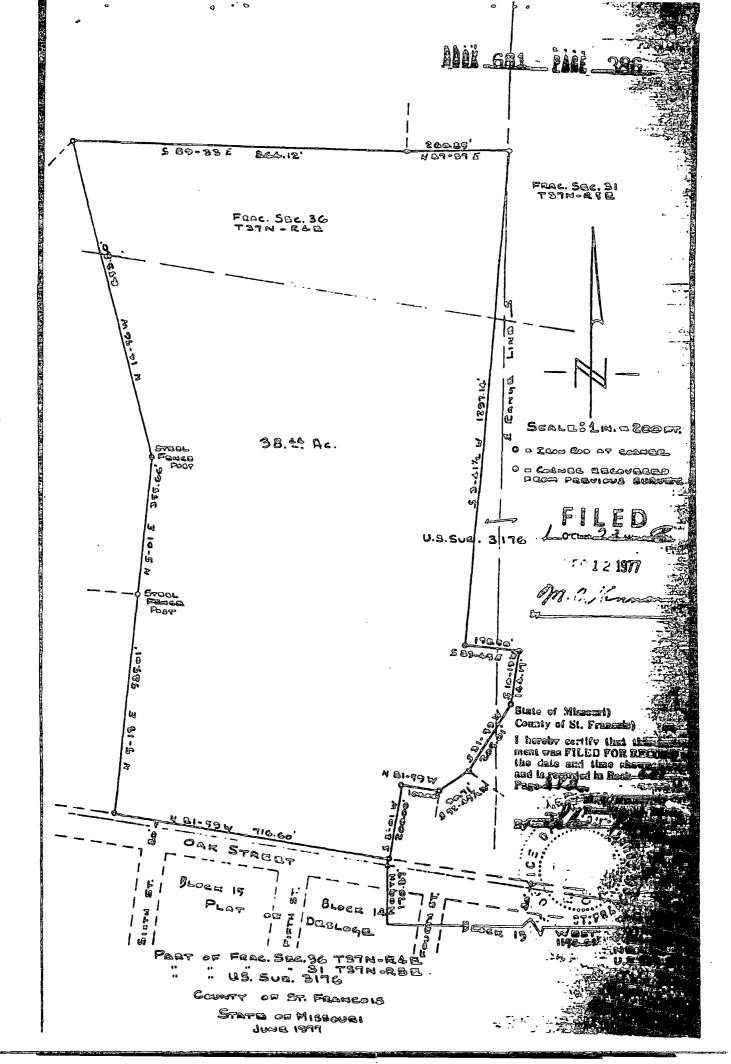
IN WITNESS WHEREOF, the said party of the first part has caused those presents to be signed by its Vice President and attested by its Secretary and its corporate scal to be hereto affixed the day and year first above written.

ST. JOE MINERALS CORPORATION,

Attest:
Attest:
Charles E. Barnett
Secretary January
The commence of the commence o
STATE OF Carlos K.
COUNTY OF
COUNTY OF New York.)
On this 25 day of October, 1977, before in
Social Control of the
peared hear a wint to me porserally become who had
ACTOR IS IN THE POST OF THE PO
duly sworn, did say that he is the Vice Problem of the St. Ice Mineral Control
tion, a corporation of the State of New York, and that the seal affined to
going instrument is the corporate soal of said corporation, and that seed that

11 611 141 765

CENTERIEVE M. LLIPO
ROTARY P. B. L. This pin New York
No. 45 4431232
Outline in Chief Carry
Carry for a Nova York
Certification Nova York
Certificatio



APPENDIX B

Secretary of State's Information

No..... NP. 13162.....



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STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State
CORPORATION DIVISION

Certificate of Incorporation A General Not For Profit Corporation

1
WHEREAS, duplicate originals of Articles of Incorporation of
ST, TRANCOIS COUNTY FUNIRONENTAL CORPORATION
have been received and filed in the office of the Secretary of State and which Articles, in all re-
spects, comply with the requirements of The General Not For Profit Corporation Law of Mis-
souri:
NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri,
by virtue of the authority vested in me, do hereby certify and declare
SI FRANCOIS COUNTY ENVIRONMENTAL CORPORATION
a body corporate, duly organized this day, that it is entitled to all rights and privileges granted
corporations organized under The General Not For Profit Corporation Law of Missouri; that the
address of its initial Registered Office in Missouri is
Framington 63640
and that its period of existence is
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 24th day of October 19.52 Secretary of State
RECEIVED OF: ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION Ten and no/00
For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.
NO. NO. Deputy Collector of Resonate



State of Missouri . . . Office of Suretary of State

JAMES C. KIRKPATRICK, Secretary of State
CORPORATION DIVISION

ARTICLES OF INCORPORATION OF A

GENERAL NOT FOR PROFIT CORPORATION

(To be submitted in duplicate by an Attornoy)

HONORABLE JAMES C. KIRKPATRICK SECRETARY OF STATE STATE OF MISSOURI JEFFERSON CITY, MISSOURI 65101

We, the understand.

we, are interestance,		(Not loss th	an three)		
Nome		Number	Stroot	Address City	Stato
Gale Blacksell		113 South	Norwine St.,	Bonne Terre	Missouri
John Cavanaugh		626 Warren	Street,	Farmington,	Missouri
Jim Blaka		902 Westwi	nd Drive,	Flat River,	Missouri
ging natural parents of the agreement of the agreement under the "General ricles of Incorporation:					
. The name of the corporation					
. The period of durades of the	o corporatio	n io:	Perpetual		***************************************
. The address of its initial Re	adatapad 000	(Y) Min and State of Mi	or Louisian Control	e St. Eranco	m) is County Co
Farmington					
/ 6 14				Francois	194
the rame of its initial Regi	nord Agait	ot eald Address is: .	Elliott Str	aughan	
. The first Board of Director	a ahall bo§			sad addresses baing	os follows:
Neme		Numabas	Street	Address City	State
/incent Kinkead				rermington,	
Villiam Simplon	-	Route #2, 601 Grant	Street.		Missouri
ee Cammon	-	1000 West	Main St.	Flat River,	Missouri
Scar McGeorge	-	334 Mulber			Missouri
Jala Blackwell	•••••••••••••••••••••••••••••••••••••••	112 South	Norwine St.,	Bonne Tere,	Missouri
John Cavanaugh	-	626 Warren	St.,	Farmington,	Missouri
Jim Blake	-	902 Westwi	111111111111111111111111111111111111111	Flat River,	Missouri, .

5. The purpose or purposes for which the corporation is organized are:

To promote the social welfare, environment and health of the residents of St. François County by acquiring, purchasing, constructing, maintaining and operating a facility for the collection, processing, disposal and recycling of waste materials in St. François County, Missouri, and all other legal powers permitted General Not for Profit Corporations.

FILED AND CERTIFICATE OF INCORPORATION ISSUED

(oven)

OCT 2 4 1972

CONTROL BOLD. SECRETARY OF STATE

Incorporatora VIZEFICATION MISSOURI STATE OF ST. FRANCOIS County of Geneva Lansom ..., a Notary Public, do heroby certify that on the 72 Gale Elschwell, October day of (Names of Incorporators) John Cavanaugh and Jim Elake . personally appeared before me and being first duly swerz by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective expantiles therein not forth and declared that the statements therein contained are true, to their best knowledge and celled. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written. NOTARY Geneva Ransom/ Notary Public

FILED AND CERTIFICATE OF INCORPORATION ISSUED

September 30, 1976

Carporation Cort.

My some aleitos explicas

(NOTE: Any special provision authorized or permitted by Statute to be contained in the Articles of Incorporation may be inserted above.)

(INCORPORATORS MUST SIGN BELOW)

ı

ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION

Corp. 59 (7-85)

·			y Can	1245
inouri	Office of	Secreta	ry of	State
OF CHANGE	OF REGIS	TERED A	GENT	AND/OR
OF CHANGE PROFIT	CORPORAT	ion	ric noi	rok

118 East School Street City Hall	PROFIT CORPORATION
Bonne Terre, Missouri 63628	INSTRUCTIONS
	The state of the s
The statement she	mild be written
otherwise appear.	, , , ,,,t need not be, the same as the principal office of the corporation, but the registered
The registered off	fice multiplied hered not be, the same as the principal office of the corporation, but the registered in the sum of the s
Any subsequents	of the alleged with the same. The corporation cannot act as its own registered agent. of the alleged free or agent must be immediately reported to the Secretary of State. These spirits in the Office of the Secretary of State.
forms are dugitally	tipinator 1
To: SECRETARY OF STATE	oe
P.O. Box 778	1)G 2:: 1'186 Charter No. NOCO13169
Jefferson City, Lissouri 65102	Onarter No
The undersigned corporation, organizer	and "And under the laws of the State of Missouri Missouri as provided by the "General No
for the purpose of changing its registered. For Profit Corporation Act. of Missouri.	And that:
C+	4,791(1),1,
1. The name of the corporation is	nber, if and, of its present registered office (before change) is
2. The address, including street and nur	nber, il illi il i
Courthouse, Farming	eton, 161 naouri 63640
3. Its registered office (including street;	and number, if any change in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) is hereby changed in the registered office is to be made) in the registered office is to be made).
to 118 E. School St. (City	(Zip Codo)
	ent (before change) is Elliott Straughan
4. The name of its present registered ag	(in /ie Blackwell
The name of the new registered agent	is .
6. The address of its registered office an	d the militaries of the office of its registered agent, as changed, will be identical.
IN WITNESS WILTEROF the undergis	ringle cut 1" Action has caused this report to be executed in its name by its residen
or Vice President and its Secretary or Ass	intant day of August , 19 86
	on Handra commy might of adjust of
CORPORATE SEAL	President
(If no scal, state "None")	is l'addent or l'in-dresident
•	By Of a Carriage Secretary
	Its Secretary or Assistant Secretary
(Note: This "change" m	unt be and by both officers, but may be verified by either.)
State of <u>Missouri</u>	. ,
County ofSt. Francois	
I. Louise Bouchard	a Notary Public, do hereby certify tha
on the 20th day of Au	$p_{i}(1:1)$. 19 $\frac{86}{}$, personally appeared before
Coulo Blackwoll	, and being first duly sworn by me
	ed as his face act and deed the foregoing document in the capacity therein se
forth and declared that the statements the	percil was and and and the devendence before written
IN WITNESS WHEREOF, I have her	nergin and same true.
	James Doughard
(NOTARIAL SEAL)	Notary Funds
•	My commission expires